The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on Page xii.

VOL. LXX. Saturday, March 6, 1926. No. 22

Current Topics.

Recognition of Pioneer Work in Legal Education.

"*TO*

DOCTOR HENRY BOND,

PROFESSOR WILLIAM WARWICK BUCKLAND

AND

PROFESSOR COURTNEY STANHOPE KENNY

This volume of essays, written and edited by some of their past and present colleagues and pupils at Cambridge, is presented as a mark of their gratitude, affection and esteem."

These simple words of dedication give the key to a most interesting function which was held at Cambridge last Saturday. A happy thought recently occurred to the colleagues and students of the distinguished and revered teachers of law whose names appear in the dedication. This thought has now been transformed into a novel action under the direction as general editors, of Doctors P. H. WINFIELD and A. D. MCNAIR. The outcome is the appearance of a volume of sixteen essays written specially for the occasion, each by a master who has made the subject his own. The various subjects chosen range from "Recent Developments in Conveyancing Law," by Mr. G. G. ALEXANDER, past the "Origin and Historical Development of the Profession of Notaries Public in England," by Professor H. C. GUTTERIDGE, unto "According to the Evidence," by Professor EDWARD JENKS. It was on Saturday that the formal act of dedication took place at Cambridge, when a presentation was made, in appropriate and graceful words, by Professor HAZELTINE, of a handsomely bound volume of the essays. Professor HAZELTINE'S remarks evoked, in reply, three of the happiest speeches—each different, each characteristic; all charming —which any of those privileged to be present had ever had the good fortune to hear.

The Royal Prerogative.

THE SUBJECT'S right to appeal to the King in Council, described as "outworn" by Mr. O'Higgins in a debate in the Irish Senate, was almost simultaneously discussed and emphatically affirmed in *Nadan* v. *The King and Others*, reported in the *Times* of 26th February. The case was from Canada, and the appellant, convicted of offences in connexion with "boot-legging," needs no particular sympathy. There was no hesitation in refusing him special leave to appeal. The Attorney-General of Canada, however, had pleaded that, by virtue of s. 1025 of the Criminal Code, no appeal lay, even though the court in Canada might have purported to grant it. The relevant portion of that section runs "Notwithstanding any Royal Prerogative . . . no appeal shall be brought in any criminal case from any judgment or order of any court in Canada to any court of appeal or authority by which in the United Kingdom appeals or petitions to his Majesty in Council may be heard." The Lord Chancellor, after citing the Judicial Committee Acts of 1833 and 1844, held that, under the Colonial Laws Validity Act, 1865 (28 & 29 Vict., c. 63), s. 2, the purported veto of the prerogative was *ultra vires* and void, the section so declaring any colonial law repugnant to an Act of Parliament expressly extending to the colony in which such law is passed. A little thought will show, that, in the absence of the prerogative, the subject outside the jurisdiction of the High Court and the House of Lords would have no practical protection against slavery or anything else, for the difficulties involved in withholding the King's assent to any colonial measure render it too uncertain for security. As an example, a statute might authorise a colonial government to supply labour to a farmer or planter and authorise him to detain his workers against their wills. Such an Act could be smoothly phrased and so receive the Royal Assent, but an appeal from a detained labourer on "*habeas corpus*" or otherwise would reveal his position to be virtually that of a slave, and so infringing the Act abolishing slavery. And if such an appeal could not be entertained, slavery would be established in the British Empire, and under the British flag. The prerogative must therefore continue in Canada, and in Ireland, which has received self-government expressly on the Canadian model. The danger that slavery might be established in Ireland is no doubt small. But the Foreign Enlistment Act and other imperial measures must be considered, and we certainly cannot afford another "Alabama" incident. The prerogative is the subject's guarantee of freedom and justice, and should not be abrogated on any soil which is part and parcel of the British Empire.

Section 36, Finance Act, 1924.

THERE ARE A very large number of judicial decisions on the meaning of the word "like," both in statutes and in documents, but none of them seem to be precisely in point in solving the difficulty expressed by our correspondent E. T. H. in his letter printed on p. 382, *supra*. However, we are ourselves of opinion, after looking at these cases, that if he invites a prosecution at the instance of the Inland Revenue Authorities in the manner which he contemplates he will be defeated, because, in our opinion, the view which they have expressed is the correct view as to the interpretation of the section. The expression "like payments," in our opinion, means payments *ejusdem generis* with "salary, pay or wages," and we do not consider that a "reimbursement of expenses" is such a "like payment," because it is not a payment in the nature of "salary, pay or wages"; and still more clearly the other part of the section does not apply, for there the "like allowances" referred to are allowances in the nature of "pension, superannuation allowance or compassionate allowance," and obviously this does not come within any of these. The Courts have been inclined to construe the word "like" rather strictly. For instance, the words "the like" are not equivalent to the words "the same," see *Brigg* v. *Brigg*, 51 L.J. Ch. 461. In the case of *In re Empire Assurance Corporation; ex parte Bagshaw*, Vice-Chancellor PAGE-WOOD had to consider the meaning of the words "like nature" in a case where articles of association of a company provided that the directors might in certain circumstances "transfer and sell the business of the company or purchase or amalgamate with the business of any other company of a *like nature*." And there the learned Vice-Chancellor construed the words with great strictness, holding that even if such words authorized the directors to dispose of all the assets of the company, they were not sufficient to compel a dissentient shareholder to become a member in a new company with more extended objects, nor in any new company at all. In order to escape the receipt stamp duty leviable under the heading "Receipt, etc.," in the 1st Sched. to the Stamp Act, 1891, the receipt must be brought quite clearly within the words of one or other of the exceptions set out in that Act or in some amending statute; see *General Council of the Bar (England)* v. *The Inland Revenue Commissioners*, 1907, 1 K.B. 462.

Effect of Deed of Separation in Relation to the Principle in the Russell Case.

WE HAD occasion to note (*ante*, p. 18), certain important limitations to the principle laid down by the House of Lords in the *Russell Case*, 1924, A.C. 687, that evidence of non-intercourse after marriage which might have the effect of bastardising a child born in wedlock may not be given by a husband or a wife, even in proceedings instituted in consequence of adultery, and we should like to draw attention to a recent decision of BATESON, J., in *Mark* v. *Mark*, 42 T.L.R. 253. There a husband petitioned for divorce, and it appeared from the evidence that the parties on the 16th September, 1922, entered into a deed of separation under which they lived apart, and that the respondent on the 14th January, 1925, gave birth to a child. The only question for decision was whether the child was the child of the petitioner or of some unknown man, and it was argued that the court was not entitled to look at the deed of separation, inasmuch as to do so would be to offend the principle of the *Russell Case*. Now it has been held in *Andrews* v. *Andrews and Chalmers*, 1924, P. 255, that the old rule of the Ecclesiastical Courts, that if a child was conceived while a divorce *a mensa et thoro* was in force the presumption was in favour of bastardy, as laid down in *Inter the Parishes of St. George and St. Margaret's, Westminster*, 1705, 1 Salk. 123, applies to a separation order made by a magistrate under the Summary Jurisdiction (Married Women) Act, 1895, where the order contains a clause that the wife shall not be bound to cohabit with her husband. Viscount FINLAY in his judgment in the *Russell Case*, 1924, A.C. at p. 717, appears to have approved of the principle subsequently applied in *Andrews* v. *Andrews*. Thus in referring to the case of *Hetherington* v. *Hetherington*, 12 P.D. 112, Viscount FINLAY says: "Nothing was said by Sir J. HANNEN in approval of the practice of the Divorce Court as to the admission of evidence such as that now under consideration. Indeed, it appears from all the three reports of the case that he pointed out with some fulness that the separation order had the effect of a judicial separation, that all presumptions arising from the state of marriage were at an end, and that any child born more than nine months after the separation was presumably illegitimate." If the Russell principle does not therefore apply, when there is a judicial separation, or a separation order made by a magistrate under the Summary Jurisdiction Act, there seems no reason why the principle should not be equally inapplicable where the parties themselves have entered into a deed of separation; and in *Mark* v. *Mark*, *supra*, where a separation deed had been entered into, BATESON, J., held that the principle did not apply. It will thus be seen that the principle of the *Russell Case* has been whittled away to a considerable extent.

Determination of Disputes as to Savings Bank Deposits.

AN INTERESTING point of law, arising under the Savings Banks (Barrister) Act, 1876, was decided by Mr. Justice RUSSELL in *Bailey* v. *Bailey* (*Times*, 25th ult.). There a dispute arose on the intestacy of their father, between the plaintiff and the defendant, who were sister and brother, and to the latter of whom letters of administration to the deceased's estate had been granted, in connexion with a sum of money deposited in the Post Office Savings Bank. The plaintiff alleged that the money so deposited consisted of her own savings, the defendant on the other hand contending that it formed part of the intestate's estate. The defendant applied to the Registrar of the Friendly Societies under the Savings Banks (Barrister) Act, 1876, to adjudicate upon the matter, and the Registrar made an award in his favour, in the absence of the plaintiff, who refused to attend. The plaintiff subsequently brought an action against the defendant to recover the amount paid out to him, and a preliminary point of law was set down for hearing, as to whether the Registrar had jurisdiction in the matter, the plaintiff contending such jurisdiction was limited to disputes between the Postmaster-General on the one hand and a depositor on the other, whereas, on the facts of the case, the dispute was really one between herself and the defendant. Now, by s. 2 (1) of the Savings Banks (Barrister) Act, 1876, it is provided that the "powers and duties relating to any dispute arising between the Trustee and Managers of any savings bank" (cf. s. 48 of Savings Bank Act 1863) "or (in the case of a Post Office Savings Bank), the Postmaster-General on the one hand and any depositor or person claiming through or under a depositor on the other hand, shall be transferred to and vested in the Registrar as defined by the Friendly Societies Act, 1875." Mr. Justice ROWLATT held that there was no such dispute as to give the Registrar jurisdiction, and he sought to distinguish the Scotch case of *Lewis* v. *Paulton*, 14 Sc. L.T. 818, where the executrix of a depositor sought an injunction to restrain arbitration proceedings to determine whether a deposit was payable to the executrix or to the respondent's creditors of the deceased, on the ground that in that case both parties might have been regarded as "claiming through or under a depositor," and the learned judge clearly intimated his disapproval of this Scotch decision, if it was not thus distinguishable. It is submitted, however, that in *Lewis* v. *Paulton* the dispute was solely one between the executrix and the creditor, and that decision should accordingly be regarded as having been wrongly decided.

Litigant's Right to Choose Division of High Court in which to Institute Action.

ATTENTION SHOULD be drawn to a recent decision of the Court of Appeal, with reference to the right of a litigant to elect to institute proceedings in any Division of the High Court he pleases (*The Sheaf Brook*, 161 L.T. 166). There an action was instituted by the owners of a cargo against the owners of a vessel, claiming damages in respect of the cargo, whilst it was being carried in the vessel in question under the terms of the contract of carriage. Proceedings were instituted in the Probate, Divorce and Admiralty Division, and an application was subsequently made to have the action transferred to the Commercial List. Now s. 58 of the Supreme Court of Judicature Act, 1925, gives the plaintiff the option to choose the Division in which he wishes to institute proceedings, subject however to Rules of Court and the provisions of the Act, and s. 22 (1) (*a*) (xii) (2), gives the High Court, in relation to Admiralty matters, jurisdiction to bring any claim relating to the carriage of goods in a ship, provided that at the time of the institution of the proceedings, any owner or part owner of the ship was domiciled in England. But by s. 56 certain business is assigned to the Probate Division, including all causes or matters which, if the Act of 1873 had not passed, would have been within the exclusive cognizance of the Court of Probate, or the Court for Divorce and Matrimonial Causes, or the High Court of Admiralty. The Court of Appeal, reversing the decision of the learned President, held that the Probate, Divorce and Admiralty Division had no jurisdiction to entertain the action. We would venture respectfully to submit that the decision of the learned President is to be preferred, since it appears that the High Court, as such, has the necessary jurisdiction, and the assigning of certain definite business to each division is merely a matter of convenience, and has not the effect of depriving the division in question of its jurisdiction to determine any matters, other than those specifically assigned to it, provided, of course, those matters are within the jurisdiction of the High Court as such. The point would appear to be of importance, and it is hoped that the opinion of the House of Lords will eventually be taken.

Accord and Satisfaction.

IN THE NOTES of recent cases contained in the February number of the "Minnesota Law Review," a case of considerable interest to English lawyers is discussed, namely *Marysville Development Co.* v. *Hargis*, Idaho, 1925, 239 Pac. 522. The plaintiff brought a suit "to foreclose a water right contract" because of an unpaid balance. The defendant proved a fully executed agreement to accept less than the originally agreed sum, and he produced a receipt given for the lesser, in full satisfaction of the greater, sum. The court decided that this was a valid and irrevocable discharge of the debt. The rule of English law is that to discharge a contract by simple agreement there must be "accord and satisfaction," i.e., there must be an agreement to discharge the other party, coupled with executed consideration for the promise of the party entitled to sue. Payment of a smaller sum is no satisfaction of a larger one: *Foakes* v. *Beer*, 9 App. Cas. 605. If, however, a claim is due which is uncertain in amount or is disputed, then payment of a fixed amount by way of compromise or liquidation of the claim will constitute good consideration. The general rule has often been the subject of criticism by English as well as by American lawyers. In some American States it has been abolished or modified by statute, and in others the courts have abandoned it entirely. In all American cases the tendency appears to be for the courts to seize upon the slightest excuses not to apply the rule in all its strictness; and a most interesting development in some States is the recognition of a formal discharge or receipt for the smaller sum, as having the same effect as a contract under seal in discharging the original obligation.

Liability to Super-Tax of Shares from Profits.

IT IS a question of some nicety to determine whether a distribution of shares from the profits of a company is to be regarded for the purpose of income tax as an accretion of capital, or, on the other hand, as in the nature of income. In *Inland Revenue Commissioners* v. *D'Ewes Coke*, 70 SOL. J., p. 445, a company with a view to increasing its capital, issued new shares to its shareholders, the respondent Coke being one of them. The company at the same time declared that a certain sum was to be taken out of its accumulated reserve fund, and divided by way of bonus dividend among the shareholders. Instead of the payment of such bonus by the company being in cash, shareholders were entitled to have the same applied, at their option, in satisfying the amount payable in respect of the new shares that might be allotted to them. The respondent, in the exercise of this option, accepted 2,500 of these new shares, but declined the offer as to the remainder, which was made to him (5,000 in number), and he accordingly received £5,000 in cash, that being the full nominal amount of the shares not accepted by him.

The question at issue was whether the distribution of these shares or the nominal value thereof was a distribution of capital or of income. Now, in *Blott's Case*, 1921, 2 A.C. 171, where a company, in exercise of a power in that behalf conferred by its articles, had declared that a bonus should be paid out of its undivided profits, and that in satisfaction of that bonus certain of its unissued shares should be distributed among the shareholders, credited as fully paid up, the House of Lords held by a majority that the shares so allotted were an addition to capital and were not liable to super-tax accordingly. So, again, in *Inland Revenue Commissioners* v. *Fisher's Executors*, 1925, 1 K.B. 451, the Court of Appeal came to a similar conclusion, there having been there a capitalization by a company of a part of its undistributed profits, and a distribution of them *pro rata* among its ordinary shareholders, as a bonus in the form of debenture stock, which was to be redeemable by the company after a certain time and in certain events. This decision of the Court of Appeal in this case has now been affirmed by the House of Lords (*Times*, 27th February, 1926), and the principle of *Blott's Case* was thus expressed by Lord SUMNER: "To attract super-tax to a bonus distributed to him by a company, in which he was a shareholder, what reached the taxpayer must at that moment bear the character of income impressed upon it by the company which distributed it, and by it alone. Provided that the company violated no statute and also kept within its articles, it could call the subject-matter of the distribution what it liked, and he thought that involved the corollary that it could either call it by a new name or simply discard its old one. After all, it was natural for the creature to be named by its creator. Further, what the company said it was, that it was as against all the world. What the company said it should no longer be that it was no longer for any purpose. How this was effected, and by what resolutions, confirmations and instruments, did not matter, for such things were 'bare machinery.' In what the company had said and done was found the answer to the question, what had the subject-matter of the distribution now become or ceased to be, when first it reached the taxpayer."

In *Coke's Case*, however, Mr. Justice ROWLATT sought to distinguish *Blott's Case* and *Fisher's Case*, on the ground that, in the latter case, the shareholder had no real option in the matter to take cash instead, and he accordingly held that the respondent (Coke) was liable to super-tax. But it should be noted that the judgment of the House of Lords in *Fisher's Case* had not been delivered at the time when ROWLATT, J., gave judgment in *Coke's Case*, and that, in view of the above judgment, the decision in *Coke's Case* would appear to be open to question.

Notice in relation to Landlord's Statutory Undertaking as to Repair under the Housing Act.

An interesting case arising under ss. 14 and 15 of the Housing and Town Planning Act, 1909 (now replaced by s. 1. of The Housing Act, 1925), with reference to the liability of the landlord to keep the premises in all respects reasonably fit for habitation, was recently decided by His Honour Judge Parry—*Fisher* v. *Walters* (unreported).

The material facts of that case were shortly as follows: The plaintiff had been the tenant of certain premises coming within the Housing Act, 1909, for a period of fifteen years, and the premises were about fifty years old. In 1912 a portion of the ceiling collapsed and was duly repaired. In July, 1924, the ceiling was whitewashed and papered, but, according to the evidence, no inspection was made of the ceiling at that time. In October, 1925, the same ceiling again fell to the extent of 7 feet 6 inches one way and 7 feet 6 inches the other way at the widest points, thereby damaging some of the plaintiff's furniture. The fall took place unexpectedly and the tenant saw no signs of its giving way, and consequently had no opportunity to give notice to the landlord (the defendant) that the ceiling was defective. No evidence was given at the trial as to the reason for the fall of the ceiling, although the suggestion was made by one witness that vibration from the re-laying of the road might have been the cause. In other words the defect was a latent defect, which no one but an expert builder could detect. The point in issue was whether the landlord was liable in the absence of notice of want of repair.

Section 14 of the Housing Act, 1909, now replaced by s. 1. of The Housing Act, 1925, provides that: In any contract made after the passing of the Act (3rd December, 1909) for letting for habitation a house or part of a house at certain rentals varying with the place where the house is situate "there shall be implied a condition that the house is at the commencement of the holding in all respects reasonably fit for human habitation, but the condition aforesaid shall not be implied when a house or part of a house is let for a term of not less than three years upon the terms that it be put by the lessee into a condition reasonably fit for occupation, and the lease is not determinable at the option of either party before the expiration of that term," and s. 15 (1) of that Act provides that s. 14 shall, as respects contracts to which that section applies, take effect as if the condition implied by that section included an undertaking that the house shall, during the holding, be kept by the landlord in all respects reasonably fit for human habitation. It should be further observed that s. 15 (3) provides that if it appears to the local authority that the undertaking is not being complied with the authority shall give the landlord written notice to repair the premises within a reasonable time (not being less than twenty-one days).

It is to be observed that s. 15 (1) speaks of an "*undertaking* that the house shall, during the holding, be kept by the landlord in all respects reasonably fit for human habitation," and it seems that the liability thereby imposed on the landlord can scarcely be greater than the liability imposed on him in cases where he has entered into an *express covenant*. In the latter case it is clear law that the general principle is that the landlord cannot be made liable on his covenant to repair, unless notice of want of repair has been previously given to him. This principle was enunciated in *Makin* v. *Watkinson*, 1870, L.R. 6 Ex. 25, by Parke, B., thus: "Now here repairs are to be done to the exterior of the premises, as to which it is just possible that the lessor might by observation acquire a knowledge of their necessity. But the main timbers of the building, which must be within its carcase, and the roof, are to be kept in repair; and of the repairs required for these he could have no knowledge without notice. He could not enter to see the condition of these parts, even though, independently of his obligation under the covenant, it might be of great consequence to him to be acquainted with it. Here, therefore, by the rule of common sense, which is supported by the case of *Vyse* v. *Wakefield*, 6 M. & W. 442, *we ought to import into the covenant the condition that he shall have notice of the want of repair* before he can be called on under the covenant to make it good." This principle was approved by the House of Lords in *Murphy* v. *Hurly*, 1922, 1 A.C. 369.

This principle, it is to be noted, is founded on the fact that the tenant is in occupation and the landlord is not, and that therefore the tenant has the means of knowledge peculiarly in his possession, while the landlord has no right of access and no means of knowing the condition of the structure from time to time (see per Lord Sumner in *Murphy* v. *Hurly*, 1922, 1 A.C., at pp. 387, 388).

Reference may again be made to *Hugall* v *M'Lean* (53 L.T.R. 94). In that case the lessee covenanted to execute repairs to the roof, main walls, main timbers, drains and sewers, which were to be kept in good tenantable repair and condition during the tenancy. During the tenancy the basement of the house was flooded with sewage in consequence of the defective condition of the drains. At the trial the jury found, and these findings of fact are most material—that the *plaintiff* (*i.e., the tenant*) *did not know and had not the means of knowing*, and that the *defendant* (*lessor*) *did not know but had the means of knowing that the drains were defective*. It was nevertheless held that the lessor was not liable in the absence of notice.

It would appear therefore that the facts in *Fisher* v. *Walters*, are covered by *Makin* v. *Watkinson* (where the inside timbers are expressly mentioned), and also by *Hugall* v. *M'Lean* (latent defect unknown to either party, but of which landlord had means of knowledge), and the facts in the latter case even go further than the facts in *Fisher* v. *Walters*, so that it would appear that the landlord could not have been held liable in that case, contrary to the opinion arrived at by the learned county court judge in that case.

Nor does there appear any reason why any distinction should be drawn with regard to the necessity of giving notice in order to make the landlord liable between cases where there is an *express covenant* by the landlord to repair and cases where a *statutory undertaking* to keep the premises in a specified state of repair is imported into the agreement of tenancy. In fact Phillimore, L.J. (as he then was), in *Ryall* v. *Kidwell and Son* (1914, 3 K.B., at p. 142) expressly refers in his judgment therein to the necessity of giving notice. In that case, the infant child of the tenant of premises coming within the Housing Acts, brought an action to recover damages for personal injuries sustained by her owing to the alleged negligence of the defendants in allowing the floor of a bedroom in the premises in question, to be in a defective and dangerous condition, but the Court of Appeal there held, on the principle of *Cavalier* v. *Pope* (1906, A.C. 428), that the defendants were not liable, the court being of opinion that the effect of ss. 14 and 15 of the Housing Act, 1909, was to import into the contracts of tenancy an implied undertaking by the landlord *towards the tenant alone*, and that a stranger to the contract of tenancy had no remedy whatever for a breach of this implied undertaking. Lord Justice Phillimore in his judgment, referred to the necessity of giving notice of the want of repair even in such cases, but by reason of the issues which were in effect raised in that case, the dicta of the learned Lord Justice must be regarded as in the nature of obiter, but they are nevertheless, owing to the general principle, requiring notice in order to make the landlord liable on his covenant to repair, entitled to be considered as sufficiently authoritative for the purpose. The passage in Lord Justice Phillimore's judgment (1914, 3 K.B. at p. 142) is as follows: "It is one thing to say that a landlord shall not let a house which is not fit for habitation, but quite another to say that

he continuously undertakes to keep it reasonably in repair. If that is an undertaking in covenant with the tenant, there is no harm done, because if the tenant complains that it is not reaonsably fit, the landlord puts it in repair, and if the tenant brings an action without first making a complaint to the landlord, no court would enforce the duty upon him at any rate, without safeguarding him as to costs, *because the tenant who is in possession, and who has knowledge of the want of repair, ought to give the landlord notice of it.*"

It is submitted that there is a material distinction between s. 14 and s. 15 of the Housing Act, 1909. Section 14 imports a *condition* that the premises are at the commencement of the tenancy reasonably fit for human habitation, and this condition is *in the nature of a warranty* (*Walker* v. *Hobbs*, 23 K.B.D. 458), which is, perhaps, to be regarded as absolute, whereas s. 15 imports merely an *undertaking* to keep the house during the holding in a specified state of repair, so that the undertaking is in the nature of an agreement giving rise to obligations of a continuous character, to which it is submitted entirely different considerations apply.

It would appear at any rate, strange to maintain that the obligations of a landlord, arising from the above statutory undertaking, should be greater than they are in the case of an express covenant to repair, and that the landlord should be made as it were, an insurer of his tenant, against damage arising from any want of repair, however latent the defect and however blameless the landlord, on a consideration of all the circumstances of the case.

The Adoption of Children.

In the recent debate in the House of Commons on Mr. Galbraith's Bill, the Second Reading of which was passed, the Home Secretary observed on our tardiness in placing such a law on our statute-book.

Having regard to the antiquity of the system of adoption, and to its wide prevalence, both in ancient and modern law, the observation was a perfectly just one. Our common law, which allowed parents to stand by while others brought up and maintained their children, and then to claim full rights, on occasion worked real injustice. The case of *R.* v. *Barnardo*, 1891, 1 Q.B. 194, illustrated the possible hardship of the old law, and was followed by the Custody of Children Act, 1891, which gave a court some discretion in refusing to enforce *habeas corpus* proceedings at the instance of a parent whose conduct has been without merits, and otherwise gave a certain discretion as to the custody. This Act certainly afforded some protection to persons adopting children, but fell a long way short of that conferred by a properly framed Adoption Act.

There is an interesting account of the institution of adoption given by Champlin, J., in *Morrison* v. *Estate of Sessions*, 1888, 14 Am. S.R. 500. "Adoption," he observes (p. 506), "has been defined to be the act by which relations of paternity and affiliation are recognised as legally existing between persons not so related by nature. A proceeding which so materially affects the succession of property and the rights of natural heirs is a very important one. It is not recognised by the common law of England, and exists in the United States only by special statute. Only a few of the States have ingrafted it upon their jurisprudence. But amongst many of the Continental nations it has been practised from the remotest antiquity—in Greece it was provided that the registration should be attended by certain formalities, and that it should take place at a fixed time, the Festival of Thargelia. In Rome the system was in vogue long before the time of Justinian, but he reduced the system to a code, from which modern legislation upon the subject has derived its principles and adapted them to our civilisation and wants. It either required an imperial rescript or a proceeding before a magistrate to accomplish the purpose."

Notwithstanding the above remark as to the small number of States adopting the principle, the American Encyclopædia of Law, published a few years later, remarks that "Adoption statutes have been enacted in almost all the States of the Union" (Vol. I, p. 727). Laws certainly appear to have been made in many of the older eastern States (New York, New Jersey, New Hampshire, Massachusetts, and Pennsylvania, for example), while Texas inherited its code from Spain, and Louisiana from France.

In Mr. Galbraith's Bill there is a careful saving of interests under intestacy, both in favour of the adopted child in the estates of his own father and mother, and against him in competition with the adopter's own children (see cl. 5 (2)), and, it is perhaps needless to add, there is no abatement of legacy duty on benefit taken under the adopter's will. But it is clearly provided that the rights, duties, and obligations of the natural parents shall cease and similar rights, duties and obligations shall be vested in or attach to the adopter or adopting couple (s. 5 (1)).

The ordinary duties of a parent in respect of the maintenance, etc., of an able-bodied child, cease when the latter attains the age of sixteen, though there are some reciprocal duties, not perhaps very clearly defined, if a parent is actually maintaining a child over sixteen and under twenty-one (otherwise corporal chastisement of a boy over sixteen at a public school would certainly be illegal). In an adoption order, however, the court may "impose such terms and conditions as it may think fit" (s. 4), and require the adopter by bond or otherwise to make provision for the adopted child. This would certainly extend to an obligation to continue education after the age of sixteen, and appears to be wide enough to include a settlement. There is also a useful provision (s. 10) to regularise a *de facto* adoption made before the Act, and thus to prevent any stale claim by a parent on the lines of *R.* v. *Barnardo*, *supra*.

The liability of a child to maintain his or her aged or infirm parents and keep them off the rates is not expressly dealt with, and it would therefore appear (1) that this liability continues, and (2) that there is no corresponding duty in respect of the adopter. The parents must, of course, consent to adoption, unless they are incapable of doing so, or so much in fault by reason of desertion or neglect to maintain that the court under the power given to it dispenses with such consent.

It will presumably be unnecessary for the mother of an illegitimate child to adopt it, but the Act will give the father some opportunity of moral acknowledgment, whether he has had an affiliation order made against him or not. If he adopts the child, however, and is not married to the mother, she (the mother) will have to consent and renounce her rights, unless the court can preserve them under s. 4.

The Bill should be passed without much alteration, and, since it does not extend to Scotland, which still lacks a similar law, may be commended to the attention of northern legislators.

A Conveyancer's Diary.

Conveyance by Trustees of a Charity: s. 29 (5) of S.L.A., 1925.

Sub-section (5) of s. 29 of the S.L.A., 1925, enacts that where any trustees, or the majority of any set of trustees, have power to transfer or create any legal estate, that estate shall be transferred or created by them in the names and on behalf of the persons (including the official trustee of charity lands) in whom the legal estate is vested.

Under s. 12 of the Charitable Trusts Act, 1869, where the trustees or persons acting in the administration of any charity have power to determine on any sale . . . or other disposition of any property of the charity a majority of those trustees . . . who are present at a meeting of their body duly constituted

and vote on the question shall have . . . full power to execute and do all such assurances, acts and things as may be requisite for carrying any such sale . . . or disposition into effect, and all such assurances, acts and things shall have the same effect as if they were respectively executed and done by all such trustees . . . for the time being and by the official trustee of charity lands.

The question now naturally arises whether in all cases where the trustees of a charity have power to convey, they must do so in manner mentioned in s. 29 (5), *supra*; or whether the method followed in practice before 1926 still holds good, i.e., of making the official trustee convey pursuant to the order of the Charity Commissioners and at the request of the trustees of the charity: see "Prideaux's Precedents," 21st ed., vol. i, pp. 534-5.

It appears that the Charity Commissioners are of the opinion that the practice as it was before 1926 should no longer be followed, having regard to s. 29 (5), *supra*. Their suggestion apparently is that the official trustee should be made a party to the conveyance, but that the trustees of the charity should execute the deed in the manner provided by s. 12 of the Charitable Trusts Act, 1869, *supra*. It may be observed that the editors of "Prideaux" are of the opinion that the practice as it was before 1926 should continue to be followed, for they have elected to resettle the old draft in practically the same form: see "Prideaux," 22nd ed., vol. i, p. 706.

This difference of opinion amongst experts seems to spring from the adoption of two different constructions of s. 29 (5), *supra*. The first construction, and that apparently adopted by the Charity Commissioners, is this: in all cases where the trustees or the majority of trustees can convey it is they, and they only, who shall convey, and when conveying they shall do so in the names and on behalf of the persons in whom the legal estate is vested. This construction is surely rather a forced one. We certainly prefer the more natural interpretation of the words, namely, that where it is the trustees of the charity who are conveying in any particular case, then when so conveying they must do so in the names and on behalf of the persons in whom the legal estate is vested.

We feel confirmed to some slight extent in our opinion by s. 7 (3) of the L.P.A., 1925, which declares that the provisions of any other statutes conferring special facilities or prescribing special modes for disposing of or acquiring land are to remain in full force.

Again, having regard to the general policy of the new Acts, we think that the disadvantages with which the title would be burdened will weigh heavily against the adoption by the court, when the matter comes before it, of the interpretation suggested by the Charity Commissioners. For it is to be observed that a purchaser from the trustees acting under s. 12 of the Charitable Trusts Act, 1869 (and in fact all subsequent purchasers will be in a similar position) will have to be satisfied not only that the trustees acting in the administration of a charity have power to determine on a sale or other disposition, but also that the meeting at which the majority decided to sell or dispose of the property was duly constituted.

It seems to us that either method of conveying would give the purchaser a good title, and that in consequence the plan to be followed should be to allow title to be made in whichever way the purchaser chooses. No doubt it would be immediately cheaper for the conveyance to be made by the majority of trustees, but a conveyance personally executed by the official trustee, although perhaps more expensive at the outset, might result in a saving in the long run if and when the questions of proof of the matters to which we have referred arose.

Attention may here be conveniently drawn to the L.P.A., 1925, 1st Sched., Pt. II, para. 6 (*k*), the effect of which is to prevent the vesting in the managing trustees of a charity of any legal estate vested in the official trustee of charity lands. Had it not been for the operation of this sub-paragraph, such legal estates in charity lands as were vested in the official trustee immediately before the commencement of the L.P.A., 1925, would have become vested in the managing trustees by operation of sub-para. (*c*) of the same paragraph and having regard to the S.L.A., 1925, s. 29, which gives to the managing trustees the powers of tenants for life: see generally "Wolstenholme and Cherry," vol. i, p. 496.

Landlord and Tenant Notebook.

(*Continued from p.* 419, *supra.*)

To deal now with the second point as to the effect of the provisions of s. 12 (7) of the Rent Act of 1920. Section 12 (7) provides that: "Where the rent payable in respect of any tenancy of any dwelling-house is less than two-thirds of the rateable value thereof, this Act shall not apply to that rent or tenancy, . . . and this Act shall apply in respect of such dwelling-house as if no such tenancy existed or ever had existed." These words clearly indicate that no account whatever must be taken of any such tenancy and that such tenancies must be, as it were, completely wiped out.

Reference again may be usefully made to *Brakspear* v. *Barton*, *supra*. It is to be observed that in that case the intervening tenancies between the 1910 lease and the 1920 lease were at rentals which were not only less than the rateable value of £68, but were in fact less than two-thirds thereof. In the circumstances Mr. Justice McCardie held that, although s. 12 (1) (*a*) provides that when the rent is less than the rateable value the standard rent shall be such rateable value, yet that provision was to be read subject to s. 12 (7), so that no consideration whatever was to be paid to a rent which was less than two-thirds of the rateable value, and he accordingly decided that the standard rent in that case was £75, that being the rent at which the premises had been let in 1910.

[If of course the provision of s. 12 (1) (*a*) had been considered as overriding s. 12 (7) in this respect, the standard rent would in the circumstances have been £68 (the rateable value), since there was a tenancy in existence in January, 1914.]

But the question with regard to the standard rent has nothing at all to do with the question whether a tenant at a rental of less than two-thirds of the rateable value is entitled to rely on the protection of the Acts. Such a tenant is not entitled to turn round and say "It is true that s. 12 (7) of the Act of 1920 applies to my tenancy, but on the other hand these premises are controlled because the standard rent is below the maximum required by the Act." To argue thus is to confuse the premises with the tenancy, for, while premises as such may be controlled, the tenancy under which they are held may not be a controlled tenancy, with the result that the Act may cease to apply during the continuance of such a tenancy. As far as I am aware there is only one reported English decision—a County Court one—which deals with the effect of s. 12 (7), on the making of an order for possession. The case in question is *White and Another* v. *Easthaugh* (1921, L.J., County Court Reporter, p. 11), and it was there held that a tenant, whose rent was less than two-thirds of the rateable value of the premises, was not protected by the Act, and that accordingly his landlord was entitled to possession on the due determination of the term. This case, it is interesting to note, was followed in the Irish case of *Whelan* v. *Worth*, which is referred to on p. 111 in the issue of the *Irish Law Times and Solicitors Journal* for the 30th April, 1921. It may be of assistance to quote the following passage from the judgment in *White* v. *Easthaugh*: "The construction (i.e., of s. 12 (7))" said the learned county court judge, "is not free from difficulty. But after weighing the arguments adduced, the conclusion I have come to is this; the expired yearly rent . . . and the special contract of tenancy,

are altogether excluded from the operation of the Act. No restraint is imposed on the common law right of the plaintiffs to possession. This defendant is not sheltered by the statute. He is entirely stripped of its protective covering. He is not a statutory tenant but a bare trespasser."

On the other hand, arguments may be advanced in favour of the proposition that, notwithstanding s. 12 (7), such a tenant is protected, at any rate after the expiry of his tenancy. If the tenant in *Remon's Case* (1921, 1 K.B. 49), whose original tenancy was not within the Act, and had expired before the 1920 Act came into operation, was held to have been protected, there is no reason why it might not be argued that the tenant, who has previously held under a tenancy, in which the rent was less than two-thirds of the rateable value, comes within the operation of the Rent Acts, immediately on the ceasing of that tenancy, for the premises as such are controlled, and he has been in occupation of them under a valid title. If it were not for the decontrolling effect of s. 2 of the 1923 Rent Act, it would in general be immaterial to the landlord who was in possession, whether the old tenant or a new one, for in any case the maximum rent of the premises would be stereotyped, i.e., the landlord could not legally charge more than the standard rent, plus the permitted amount of increases, so that the old tenant might just as well be in occupation as the new tenant. The point is undoubtedly an extremely interesting and important one, and there is much to be said on either side.

In conclusion, I should like to point out that I am not clear as to the grounds on which the remittal order in the case (referred to by my correspondent) was made, since the making of such an order would appear to have been necessarily dependent on the question whether or no the tenant was entitled to rely on the Acts. If the Acts did not apply at all, i.e., by reason of s. 12 (7), then, it is submitted, s. 17 (2) of the Rent Act of 1920, which discourages the bringing of proceedings under the Act in the High Court, could not apply, and in ordering the remittal of the action the learned Master would appear to have done so impliedly on the ground that the Rent Acts were, in fact, applicable, and were not in the circumstances excluded by s. 12 (7).

LAW OF PROPERTY ACTS.
Points in Practice.

In this column questions from Annual Subscribers are invited and will be answered by an eminent Conveyancer. All questions should be addressed to—The Assistant Editor and Manager, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4. The name and address of the Subscriber must accompany all communications, which should be typewritten (or written) on one side of the paper only, and be in triplicate.

MORTGAGE—RECEIPT—REQUIREMENTS OF.

182. *Q.* It appears to be the better opinion that the receipt should be sealed, as well as signed, and also attested. Ought it to be "delivered" also? Is it the effect of s. 115 (1) and (9) of the L.P.A., 1925, that vacating receipts given by building societies after 1925 must include the name of the person paying the money? If the name be omitted, is there no reconveyance?

A. The requirement of s. 115 (1) of the Act that the receipt should be "executed" may be considered somewhat puzzling, for otherwise s. 52 (2) (*e*) might have applied, and signing only would have been necessary. This also seems to be contemplated in Form 5 of the 4th Sched., i.e., "As witness," and not "In witness." However, "execution" as applied to a deed means signing and sealing, (see s. 73), and, so far as the receipt operates as a reconveyance, it would seem from the reference to "execution" to operate as a deed of reconveyance, and, if so, to require delivery. The essentials of the delivery of a deed are that the party who has sealed it shall by words or conduct expressly or impliedly acknowledge his intention to be immediately and unconditionally bound by it, and the best evidence of this is the case of a receipt or reconveyance endorsed on a mortgage is the physical transfer to the person making the payment or his agent. And since this physical transfer would have to be made even in the case of a receipt for a charge not operating as a reconveyance, in either view delivery is necessary. As to friendly societies, etc., s. 115 (9) substitutes s. 115 (1) for the previous legal requirement, and the name must therefore appear if the receipt is to operate as a surrender or reconveyance. See "A Conveyancer's Diary," p. 597, *supra*.

COPYHOLDS—EXCESSIVE DEMAND FOR FEES—RIGHT TO RECOVER.

183. *Q.* If a steward charge excessive fees for giving a certificate of production of an assurance pursuant to s. 129 (2) of the L.P.A., 1922, and the amount be disputed but paid, can an action to recover the sum improperly charged be brought in the county court?

A. The proviso to s. 129 (2) to the L.P.A., 1922, enacts that, in case of dispute as to fees, the amount demanded shall be paid or tendered, without prejudice to the right to recover the excess. The excess would in such case be paid under protest and then might be recovered as "money had and received" by the ordinary process applicable in such case. The county court would have jurisdiction if the excess to be recovered was below its statutory limit. Whether, if there is concurrent jurisdiction with the High Court, the county court would be the best tribunal to handle such a matter, is a different question. A large number of cases on claims for money had and received will be found in the "Annual C.C. Practice," 1926, p. 970, and amongst them there is plenty of authority for the proposition that money paid under legal duress, etc., is so recoverable. See also *R.* v. *Philbrick*, 1905, 2 K.B. 108.

SOLE EXECUTOR—SALE BY.

184. *Q.* A, by his will, appointed B and C trustees and executors of his will and devised and bequeathed all his real and personal estate to B and C upon trust for sale and to stand possessed of the net proceeds upon trust to pay the annual income to his wife for life or widowhood, and after the death or re-marriage of his widow in trust for all his children. By a codicil he postponed the sale of his real estate for one year from his death, giving his daughter the rents of his real estate for that period. The testator died in 1924 and his will was proved in 1925 by B (C having died in testator's lifetime). The widow died in testator's lifetime. B put the property up for sale in 1926 and has sold the same. Can B sell and convey as the surviving personal representative? If not, what is the procedure to adopt?

A. Yes, see ss. 2 (2) and 36 (8) and (12) of the A.E.A., 1925.

LAND CHARGES ACT 1925—RULES—OFFICIAL SEARCHES.

185. *Q.* When applying for an official search under L.C.A., 1925, is it permissible to specify the property in respect of which search is to be made, e.g., "No. 1 Castle Street, Blanktown"? The official form specifies only—"County of and parish, or place or district of——." A sells a house at Blanktown, against which there is nothing registrable. A has, however, some thirty-five other houses in Blanktown in respect of many of which there are registered charges. If the purchaser searches against A, "affecting land in Blanktown," will he not receive an official notice of all these charges, none of which concern him?

A. This is doubtless a criticism of the form L.C. 11 in the schedule to the L.C.R., 1925. The matter is one rather of the internal working of the registry than of law, but it is to be presumed that, in practice, the officials see to it that the description of the property charged as appearing in their

books corresponds to that on the instrument of charge, and that the official certificate would not refer to a charge on No. 1 X Street if search were desired in respect of No. 2. If otherwise, a communication to the registrar by way of remonstrance might lead to more exactitude.

UNDIVIDED SHARES—MORTGAGED SEPARATELY—POSITION OF MORTGAGEE.

186. *Q.* Prior to the 1st January, 1926, three tenants in common, being partners in a business, each charged their several interests in the property held by them by way of equitable mortgage to the same chargee to secure an advance made to the three of them in respect of their partnership business. In view of the new Property Acts having done away with tenancy in common, is it necessary for any further instrument to be executed to secure the chargee's advance, or do the new Property Acts automatically convert the old instrument into a proper charge under these Acts as from the 1st January, 1926?

A. To some extent the answer to this question will depend on the form of charge: see answer to question 158, p. 398, *supra*. The point is not free from difficulty, but the opinion is here given that, if there was a notional conveyance of each third share on its mortgage, the land was vested in the mortgagee as a whole, for at least an equitable estate in fee, and that therefore he would take a term under the L.P.A., 1926, 1st Sched., Pt. VII, para. 1. The fee subject to the term has vested in the Public Trustee under Pt. IV, para. 1 (4), but can be divested if two at least of the partners appoint trustees under para. 1 (4) (iii), appointing themselves if they think fit under the T.A., 1925, s. 36 (1). If the incumbrancer merely had a charge, not secured by conveyance, he will not have a term, but will be entitled to the provisions in his favour in Pt. IV, para. 1 (9), of the 1st Sched. to the L.P.A., 1925, and in s. 3 (1) (*b*) (i). If the land is leasehold, Pt. VIII, 1, instead of Pt. VII, 1, will apply.

ANNUITY—SALE IN CONSIDERATION OF—COPYHOLDS—CHARGE OF ANNUITY—ANNUITY—SALE IN CONSIDERATION OF—UNDIVIDED SHARE—CHARGE OF ANNUITY—SPES SUCCESSION'S—CHARGE ON.

187. *Q.* By an indenture dated in 1922, A, in consideration of an annuity to be paid by X, conveyed to X the legal estate in her one undivided third part in a freehold property, Whiteacre, in fee simple, and covenanted to surrender (and subsequently surrendered) to X the entirety of a copyhold property, Greenacre, in customary fee simple. The remaining two undivided third parts of Whiteacre and the entirety of another freehold property, Blackacre, belong to B, a bachelor, whose estate is being administered under s. 116 of the Lunacy Act, 1890, and A is the only sister and heiress presumptive and next-of-kin of B, and also the receiver of B's estate under the said Act. By the above-mentioned indenture, A further covenanted with X, in the event of her becoming entitled to the remaining two undivided third shares of Whiteacre and to the entirety of Blackacre, to convey such shares and property to X, in consideration of an increased annuity. X, by the same indenture, charged his one undivided third part of Whiteacre and his entirety of Greenacre so purchased by him with the payment of the present annuity, and covenanted with A to charge the remaining two-thirds of Whiteacre and the entirety of Blackacre with the payment of the increased annuity if and when those shares and property were conveyed to him. In view of the new legislation, what steps (if any) should now be taken to put the titles to the respective properties in order? It is conceived that Whiteacre, being held in undivided shares, is now vested in the Public Trustee. Should the annuity and the conditional covenant for increased annuity be registered? And should the respective properties now be vested in trustees for sale?

A. The copyhold became freehold on 1st January, 1926, and was charged with the annuity. The circumstances of the charge do not bring it within the S.L.A., s. 1 (1) (v). The charge, if not fortified with a covenant to surrender, does not constitute a legal mortgage to which the L.P.A., 1925, 1st Sched., Pt. VII, para. 1, would apply. It is a "general equitable charge" within the L.C.A., 1925, s. 10, Class C (iii), and therefore, having been created before the commencement of the Act is not registrable in favour of A as a "puisne mortgage" would be under s. 10 (7), though it would be so registrable if she transferred it. As to A's position as chargee, see answers to questions 110 and 144, pp. 320 and 362, *supra*. Unless she can transfer her charge, or X will execute a legal mortgage, she must depend on his good faith. The freehold under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) has become vested in the Public Trustee subject to be divested if A obtains an order under s. 128 of the Lunacy Act, 1890, to appoint trustees under the L.P.A., 1st Sched., Pt. IV, para. 1 (4) (iii): see answer to question 156, p. 398, *supra*, and the cases of *Re Shortridge*, 1895, 1 Ch. 278, and *Re A*, 1904, 2 Ch. 328, there referred to. The new trustees must have regard to A's charge on the share she has conveyed to X see L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (9), and s. 3 (1) (*b*) (i). The trustees will similarly have regard to X's equity in A's contingent interest in the two-thirds now vested in her brother. Since the definitions of land in the L.P.A., 1925 (s. 205 (1) (ix)) and the L.C.A., 1925 (s. 20 (6)) exclude undivided shares, X could not register his charge against Whiteacre in any case, but as a charge on a mere contingent reversionary interest it would not otherwise be registrable against the "estate owner" (see L.C.A., 1925, s. 10 (2)), and the same applies to his charge on Blackacre, both being mere equities, enforceable only against A in possession.

MORTGAGE—LEASEHOLDS—CESSER OF EQUITY OF REDEMPTION.

188. *Q.* An owner of leasehold premises on 31st December, 1925, had only a derivative term vested in him without the benefit of a *declaration of trust* as to the nominal reversion. Does this outstanding estate vest in such owner as *a satisfied term*, and can he sell the residue of the term granted by the lease on or after 1st January, 1926? If the nominal reversion vests, does it do so by reason *only* of a declaration of trust contained in a mortgage creating a derivative term? It is suggested that this is the effect of the provisions as to the vesting of legal estates under Pt. 2, paras. 1, 2 and 3, of 1st Sched. to L.P.A., 1925. If so, under what paragraph does it operate?

A. The position is not absolutely clear from the question, but since a trust of a nominal reversion is mentioned it will be assumed for the purposes of the answer that the owner was a mortgagee of leaseholds by demise who, by the operation of the Limitation Acts or otherwise, is in possession and cannot be redeemed. Since a satisfied term enures for the benefit of the inheritance, the freeholder rather than the sub-lessee would profit if the head lease became so, but it is not a satisfied term so long as those deriving title under it, whether mediately or immediately, occupy the premises. If the right of redemption is gone, Pt. VIII of the 1st Sched. to the L.P.A., 1925, does not apply: see para. 8. The owner, however, will have the rights conferred on him by s. 89, and so is practically in as good a position as if the head lease was vested in him: see especially s-s. (3). With respect to Pt. II, paras. 1 and 2 of the 1st Sched. to the L.P.A., 1925, a mortgagee by demise has not, except by the order of a court, the absolute right to require the mortgagor to assign the nominal reversion to him, if no trust has been expressed, without opening the latter's equity to redeem, in which case Pt. VIII, para. 1, would apply, and any title acquired under the Limitation Acts would be extinguished.

SETTLED LAND—APPOINTMENT OF TRUSTEES—SOME INFANT REVERSIONERS.

189. *Q.* In 1875 a testator made his will and appointed C and D trustees. He then devised certain real estate to them upon trust for his daughter, E (a married woman), for her life,

and after her decease for her children in equal shares. The trustees were not trustees with a power of sale. E is now a widow with eight children living and one daughter dead intestate, leaving two infant children. All the living children are over twenty-one years of age. Both the trustees are now dead, the last survivor having left a will appointing executors who are alive. Can the widow and eight children appoint trustees for the purpose of the S.L.A., 1925, under s. 30 (1) (v) of that Act? If the infant children of the deceased daughter should concur in the appointment of trustees, can the father or some other person concur on their behalf? E, the widow, desires to grant a new lease of a portion of the real estate.

A. Under the will the children of E, whether living at the testator's death or born afterwards (see *Re Canney*, W.N. 1910, p. 45), took vested interests in reversion. On the death of E's daughter intestate, leaving two infant children, and therefore, after 1897, her reversion vested in her administrator, if any, upon trust for her heir if she died before 1926, otherwise on the statutory trusts of the A.E.A., 1925. The administrator had power to dispose of this eighth share. It is now an equitable interest, but he still has such power, and therefore the opinion is given that E and her eight surviving children and the administrator of her daughter's estate can appoint trustees for the purposes of the S.L.A., 1925, under s. 30 (1) (v). It is not stated whether C and D were appointed executors of the will, but if so the executors of the last survivor, as his personal representatives, are trustees for the purposes of the Act under s. 30 (3), unless and until ousted by the exercise of the power under s. 30 (1) (v). The date of the death of the testator is not mentioned. It is assumed in the above answer that he predeceased his grand-daughter.

PERSONAL REPRESENTATIVE—POWER OF SALE—TRUST FOR SALE—RECEIPT FOR PROCEEDS OF SALE.

190. *Q.* Section 27 (2) of the L.P.A., 1925, seems to be generally accepted as an authority for the proposition that a sole personal representative of a person dying after 1925 can give a valid receipt for the proceeds of sale of freehold land sold by him under the statutory *power of sale* conferred on him by s. 2 (1) of the A.E.A., 1925. The right of a sole personal representative to give valid receipts saved by s. 27 (2) of the L.P.A., 1925, is in respect of "the proceeds of sale or other capital moneys *aforesaid*," and the proceeds of sale or other capital moneys which are "aforesaid" are "the proceeds of sale or other capital moneys arising under *the disposition*," which disposition is "a disposition on *trust for sale* of land"; and "disposition" is stated in s. 205 (1) (ii) to include, unless the context otherwise requires, a conveyance and also a devise, bequest or an appointment of property contained in a will. Does it not therefore follow that in any case the saving part of s. 27 (2) only relates to proceeds of sale arising under a disposition on *trust for sale* of land and not to the proceeds of sale of land sold under a *power of sale*? On the other hand, s. 14 of the Trustee Act, 1925, provides that the receipt in writing of a trustee for any money payable to him under any *power* shall be a sufficient discharge, etc., and by s. 68 (17) "trustee" unless the context otherwise requires and where the context admits includes a "personal representative," which, again, unless the context otherwise requires, means the executor, etc., or administrator, etc. Is it not therefore s. 14 of the T.A., 1925, and *not* s. 27 (2) of the L.P.A., 1925, which renders sufficient a receipt by a sole personal representative of a person dying after 1925 for the proceeds of sale of freehold land sold by him under the statutory *power of sale* conferred on him by s. 2 (1) of the A.E.A., 1925? And is such a receipt sufficient not only in the case of such a sole personal representative who is an *executor*, but also in the case of one who is a sole administrator selling freehold property of an intestate dying after 1925, having regard to s. 33 (1) (*a*) of the A.E.A., 1925, imposing a trust for sale as regards real estate? Has such an administrator both a *power of sale* under s. 2 (1) of the A.E.A., 1925, and also a *trust for sale* under s. 33 (1) and (2) of that Act, at all events for purposes of administration, as distinguished from those of distribution, and, if so, are such power and trust for sale concurrent and is either exercisable by such administrator in his own discretion for purposes of administration? If he has such a *power* and *trust*, can he give a valid or sufficient receipt for the proceeds of sale of freehold land under (*a*) such a power, and (*b*) such a trust? The proceeds of sale referred to both in s. 27 (2) of the L.P.A., 1925, and s. 14 of the T.A., 1925, are apparently those under a *disposition* on trust for sale of land. Is the imposition by s. 33 (1) (*a*) of a trust for sale as regards real estate a "disposition" on trust for sale? If it is, then s. 27 (2) of the L.P.A., 1925, and s. 14 of the T.A., 1925, appear to conflict as regards a sole administrator's power to give a sufficient or valid receipt for the proceeds of sale of freehold land sold by him under the trust for sale imposed on him by s. 33 (1) (*a*) of the A.E.A., 1925. "Disposition" is defined in the L.P.A., 1925, but not in the T.A., 1925. If such an administrator cannot give a sufficient or valid receipt for the proceeds of sale of real estate under the above statutory trust for sale, must not at least two administrators be appointed to admit of such a receipt being given?

A. General assent may here be given to the reasoning as to a sole executor's power to sell land. If, however, the power is there, a misapprehension by the person exercising it or his legal adviser as to its origin seems of little consequence. Assent cannot be given to the proposition that a sole administrator has a power of sale under s. 2 (1) of the A.E.A., 1925, and a trust for sale *quâ* distribution to beneficiaries under s. 33 (1) (*a*), because s. 33 (2) directs him to pay debts and other administrative expenses out of the net moneys to arise from the sale made in pursuance of the trust. If s. 33 (1) (*a*) of the A.E.A., 1925, is "a disposition on trust for sale," within s. 27 (2) of the L.P.A., 1925 (as it probably would be held to be, for "disposition" may include "disposition by statute," as it does for example in s. 28 (5)), a purchaser is, impliedly, if not expressly, protected by s. 27 (2). If it is not a disposition on trust for sale within the T.A., 1925, s. 14 (2) (*a*) does not apply, and s. 14 (1) gives protection. To make an effective veto against one administrator selling under s. 33 (1) (*a*), that section as a "disposition" would have to be strained out of s. 27 (2) of the L.P.A., 1925, and strained into s. 14 (2) (*a*) of the T.A., 1925, against the spirit of the whole legislation—and even so a purchaser would get such protection as an administrator had before statutory protection existed. But there can be no reasonable doubt of a sole administrator's power to sell land and give a valid receipt for the proceeds of sale.

COPYHOLDS—SETTLED LAND—VESTING IN LIFE TENANTS—FEES AND FINES.

191. *Q.* A devised certain copyhold estate to his trustees upon trust for his widow during her life, and on her death he devised part thereof to his daughter B for life and part to his daughter C for life. The trustees were admitted according to the form and effect of the devise, and the widow died in 1924. The two daughters are living, but have not been admitted tenants to the properties devised to them respectively. It is presumed that the legal estate in fee simple vested in the daughters on 1st January, 1926; and that before a compensation agreement can be entered into, a vesting deed must be executed by the life tenants and trustees of the will, who (by reason of having a power of sale over the properties on the death of the life tenants) are trustees for the purposes of the S.L.A., 1925. Having regard to the fact that the trustees were the persons on the court rolls on the 31st December, 1925, although they were admitted according to the devise to them for the life of the widow only, can the lord insist on payment of fines and fees as on the admissions of B and C before consenting to enter into a compensation agreement?

A. The trustees having been admitted copyholders, no fines or fees will be payable on the shifting of the legal estate in the respective properties in the tenants for life: see L.P.A., 1922, 12th Sched., para. 8, proviso (viii). Notwithstanding that the legal estate vests in the tenant for life, a vesting deed in each case will be necessary, before the latter can dispose of the property: see S.L.A., 1925, s. 13, and 2nd Sched., para. 1 (2). As to whether fines and fees are payable on execution of a vesting deed as an "assurance" under s. 129 (9) of the L.P.A., 1922, see answers to questions 129 and 130, pp. 341-2, *supra*, in which the opinion is given that, although the vesting deed must be placed before the steward in pursuance of s. 129 (1) and (2) of the Act, no fines or fees are payable. Thus the lord cannot insist on payment of them as a condition precedent to entering into a compensation agreement. It may be added that doubt has been expressed whether the provisoes (i) to (ix) in para. (8), *supra*, apply to cases (*a*) (*b*) and (*e*) or (*e*) only, the latter view being supported by the additions of (*f*) (*g*) and (*h*) *after* the provisoes by the L.P. Amend. A., 1924, 2nd Sched., para. 4 (2). The above answer is on the footing that the provisoes apply to cases other than (*e*). But if otherwise the land vested in the trustees under para. 8 (*a*) and then immediately afterwards pursuant to s. 202 and Sched. I, Pt. II, paras. 3 and 6 (*c*) of the L.P.A., 1925, in the respective tenants for life, and again no fees are payable.

RESTRICTIVE COVENANTS—BUILDING ESTATE—REGISTRATION AS WHOLE.

192. *Q.* In order to avoid the expense of registering restrictive covenants against the purchaser of each plot of land on a building estate: (*a*) Can the owners of the estate execute a deed imposing upon the land in their ownership the restrictive covenants which it is wished to impose upon the land and then register the covenants as a land charge (class D) against themselves? (*b*) Can they do so still reserving to themselves power to alter, vary or release the restrictions? (*c*) What would be the effect of a subsequent release or variation in favour of a particular purchaser? Presumably the altered restrictions would require to be registered?

A. The suggestion put forward above is a recurrent one (see question 52, p. 170, and question 120, p. 339, *supra*), and may be worth the attention of the Legislature, but it is not feasible under the present law. A covenant is registered against the covenantor estate owner (see s. 10 (2) of the L.C.A., 1925), and although A may now covenant with A and B by virtue of s. 82 of the L.P.A., 1925, A cannot yet covenant with himself alone. If there were joint owners possibly A might covenant with B, and *vice versa*, but, setting aside the question whether trustees for sale can validly bind an estate this way by covenants with each other, the burden and benefit would coalesce at once, the land benefited and burdened being in the hands of the same owners, just as an easement is extinguished by the vesting of dominant and servient tenement in one owner. Thus question (*a*) being answered in the negative, (*b*) and (*c*) do not arise.

Correspondence.

Receipts on Mortgages.

Sir,—In "A Conveyancer's Diary," in your issue of the 20th inst. there is a note that there is nothing in s. 115 of the L.P.A., 1925, requiring a receipt, operating under it, to be under seal, but suggesting that in all probability receipts intended to operate under the section would be signed, sealed and delivered.

I have, in practice, come across receipts under hand only, and I shall be obliged if you will kindly let me have your views as to whether receipts of this kind are, or are not, effective when under hand only. The form given in the 3rd Sched. to the L.P.A. would appear to contemplate the receipt being under hand only.

You may perhaps be able to refer me to some authoritative ruling on the subject, and if you can do this, I should feel much obliged by your doing so.

H. G. SHELDON.

Bath,
24th February.

[We are not aware of any "authoritative ruling" on the subject raised by our correspondent. But it is clear that s. 115 does not, apart from the use of the word "execute," contain any express requirement of a receipt under seal, and the view has been expressed by Sir BENJAMIN CHERRY ("The New Property Acts," pp. 137-8) that "executed" does not, in reference to receipts, necessarily mean under seal. It is definitely stated in "Wolstenholme & Cherry's Conveyancing Statutes," vol. I, p. 331, that "there is nothing in this section (s. 115) to require the receipt to be under seal." We venture to think that the matter will be made clear in the new Amending Act.—ED., *Sol. J.*]

Land Subject to Perpetual Rent-charges and Settled Land Act.

Sir,—With reference to Messrs. A. E. Hamlin & Co.'s letter in your issue of 13th inst. and the article on p. 377 of the same number, may I suggest that if the court should accept the interpretation of the section suggested by your correspondents, the result would be a settlement in perpetuity as long as the rent-charge remained unredeemed. Each successive owner would have to adopt the machinery of the Settled Land Act before he could dispose of the property.

The writer of the article has, in a previous number, pointed out the fatuity of requiring Settled Land Act trustees to be appointed for the purpose of receiving capital money, which they would, immediately after the sale, be bound to hand over to the vendor. The fact that such an anomaly would be perpetuated heightens the absurdity of the situation which would be created if the court held that the existence of a perpetual rent-charge of a few guineas per annum constituted a "settlement."

W. SHARPE HARLE.

Cheltenham,
25th February.

"Apportioned": S. 89 (6), L.P.A. 1925.

Sir,—With reference to the article under "A Conveyancer's Diary" in your current issue, can the meaning be assisted by consideration of the words in the sub-section "or the rent is of no money value or no rent is reserved"? These words seem to support strongly the view that a *legal* apportionment is meant.

F. R. B.

London,
27th February.

[The words suggested do appear to support to some extent the interpretation "legal" apportionment. But they do not by any means place the matter beyond dispute.—ED., *Sol. J.*]

Amendments to Law of Property Act, 1925.

Sir,—The repeals of the Conveyancing Act contained in the Schedules to the Law of Property, Settled Land and Trustee Acts, 1925, seem to have the effect of repealing the whole of s. 42 of the Conveyancing Act, 1881, except s-s. 6 and s-s. 8.

By virtue of the sub-sections remaining, under instruments which came into force after 1882 in certain events in relation to infants' property, one may exercise powers which no longer exist as they were conferred by the sub-sections which have been repealed.

Surely it would have been better to have repealed the whole sub-section.

London, 25th February, 1926. Yours faithfully, G. & A. Cosens.

[The whole of s. 42 of the Conveyancing Act is repealed by the L.P.A., 1925, except as regards instruments coming into operation after 1881 and before 1926. The difficulty is caused by a double repeal effected by the T.A. and the S.L.A., applying to all the sub-sections of s. 42, except those mentioned by our correspondents, and without any saving such as is contained in the repeal provision in the L.P.A.—Ed., *Sol. J.*]

The New French Act of 31st December, 1925, as to Arbitration Clause (Clause Compromissoire).

Sir,—As a subscriber to your Journal it occurred to me that many of your readers will be interested to know the contents of the New French Act of the 31st December 1925, as to arbitration clause (clause compromissoire).

Heretofore, the French case law did not admit that an arbitration clause could be inserted in an agreement before a dispute had actually arisen between the parties.

As an arbitration clause could not foretell what would be the object of the arbitration, and could not appoint the arbitrators, the "Cour de Cassation" held that this clause was null and void.

The Act of 31st December, 1925, now authorizes the parties to a commercial contract to agree beforehand to submit to arbitration any eventual dispute relative to the object of the contract.

The main advantage to be derived from the New Act will be the speediness with which litigious matters will be settled.

This, indeed, is a very important and much needed reform. As a matter of fact, when commercial matters are in dispute, any loss of time means costs to be paid, the maturing of instalments or payments to be met notwithstanding that heavy losses may be sustained in case of perishable goods or when the price of goods is subject to fluctuations.

When one of the parties had a haggling disposition he could drag on the matter for a very long time, and create many difficulties to his opponent.

The Act of 31st December, 1925, by acknowledging the arbitration clause, avoids all unnecessary delays and it has besides the advantage of doing away with costly proceedings.

P. Pellerin.

Paris.

THE CONTROL OF STREET ADVERTISEMENTS.

L.C.C. Committee and Legislation.

The London County Council, at its meeting on Tuesday last, received a recommendation from the General Purposes Committee "that legislation relating to the control of street advertising, including the use of flashing and other illuminated signs, be not promoted by the Council in the Session of Parliament 1927." The Metropolitan Boroughs Standing Joint Committee in 1923 asked that the Council should seek powers to make bye-laws, to be administered by the borough councils, for the control of advertising signs, but the Council did not then take action.

"Since that date," the General Purposes Committee state, "the Royal Institution of British Architects has suggested that the Council should consider whether it would not be in the interests of the general appearance of London to obtain powers for the control of street advertising generally, including the use of flashing and other illuminated signs upon the exterior of buildings and di figuring apparatus connected therewith. We have been in communication with the Building Acts Committee and the Local Government, Records and Museums Committee, and they are of opinion that the present time is inopportune for the promotion of legislation on the matter. The Local Government, Records and Museums Committee propose, however, to consider the matter further after the expiration of one year."

It is in view of this expression of opinion that the Committee recommend that legislation should not be promoted next Session.

Court of Appeal.

No. 1.

Gregg *v.* **Richards.** 19th and 20th January.

Conveyance—Right of Way—Reference to Right in Habendum but not in Parcels—Plan showing right less than that enjoyed with Property at date of Conveyance—Ambiguity—No Contrary intention to Diminish right Enjoyed—Conveyancing Act, 1881, 44 & 45 Vict., c. 41, s. 6 (2), (4).

The conveyance of a house and garden was made together with a right of way to the back of the premises, expressed in somewhat indefinite terms, but referring to a plan showing only a footway four feet in width. The habendum was expressed to be subject to and with the benefit of all easements and privileges in the nature of easements then subsisting in respect of the property. At the date of the conveyance there was in existence a roadway, wide enough for vehicles to the back of the premises, approached by a double gate, and regularly used at intervals.

Held, that the easement of a right of way for vehicles passed to the purchaser by virtue of s. 6 (2) of the Conveyancing Act, 1881, the plan and the ambiguity of wording of the parcels not being a sufficient expression of a contrary intention within s. 6 (4).

The maxim "expressio unius, exclusio alterius" *is not a rule of law, but a canon of construction to be applied with great caution.*

Hansford *v.* Jago, 1921, 1 Ch. 322, *applied.*

Decision of Russell, J., 1926, Ch. 102, *ante*, p. 302, *reversed.*

Appeal from a decision of Russell, J. (reported *ante* p. 302, and 1926, Ch. 102).

The facts are fully stated in the report of the case below, but may be briefly re-stated as follows: The plaintiff owned a house No. 16 Gower Street, Willenhall, Stafford, which had been conveyed to her in 1923. At that time there was a yard at the back of No. 16 and the adjoining houses, Nos. 12 to 15, belonging to the defendant Richards, approached through double gates at the side of No. 12, and carts used to use this entrance to get to the backs of all the houses for the purposes of delivering coal and removing refuse. The conveyance to the plaintiff described the right of way in ambiguous terms, such as might fit either a footway or a carriageway, but there was a reference to a plan on the conveyance in which the "way or passage" referred to as being coloured green was marked as only four feet in width. The habendum was expressed to be with the benefit of all existing easements and privileges. The defendant Richards sold the yard to the defendants A. E. Jenkins & Cattel Limited, who erected a fence, reducing the right of way to a footway. Russell, J., dismissed the plaintiff's action holding that on the construction of her conveyance only the right to a footway passed, and that even if a greater right was enjoyed at the date of the conveyance there was in it the expression of a contrary intention within s. 6 (4) of the Conveyancing Act, 1881. He applied the maxim "*expressio unius, exclusio alterius.*" The plaintiff appealed.

The Court allowed the appeal.

Sir E. Pollock, M.R., having stated the facts proceeded. The habendum in the conveyance could be looked at, not to enlarge the parcels, but to see what its terms were as to the easements and privileges in the nature of easements. Russell, J., had applied the maxim "*expressio unius, exclusio alterius,*" as a rule of law, but it was only a canon of construction, not universally applicable and dependant upon the intention of the parties as it could be discovered upon the instrument *Lowe* v. *Dorling & Son*, 1906, 2 K.B. 772, at p. 785. The existing facts and circumstances must be taken into consideration. All easements and privileges being enjoyed would pass unless it was necessary to exclude them, having regard to the terms of the conveyance. It was by no means easy to see what was dealt with in the reference to the road

or way or passage at the back of the buildings, but there was not, in the language of the conveyance, any clear intention shown to comply with s. 6 (4) of the Conveyancing Act, and to show that the easements actually enjoyed at the date of the conveyance did not pass to the plaintiff. Russell, J., had dealt with a similar point in *Hansford* v. *Jago*, 1921, 1 Ch. 322, and there he held that the mere fact that the draftsman had expressly included certain matters was no indication of any intention that others, covered by s. 6 (2), should not be included. He (his Lordship) agreed with that statement, and preferred the learned judge's reasoning in *Hansford* v. *Jago*. It appeared impossible to find any contrary intention expressed. The appeal would be allowed.

WARRINGTON and SARGANT, L.JJ., delivered judgment to the same effect.

COUNSEL: *G. B. Hurst*, K.C., and *Bischoff*; *Roope Reeve*, K.C., and *R. H. Hodge*; *C. A. Bennett*, K.C., and *W. F. Waite*.

SOLICITORS: *Maude & Tunnicliffe*, for *E. J. Hall*, Bilston; *Ward, Bowie & Co.* for *Howard Cant & Cheatle*, Birmingham; *Rawle, Johnstone & Co.* for *Fowler, Langley & Wright*, Wolverhampton.

[Reported by H. LANGFORD LEWIS, Esq., Barrister-at-Law.]

No. 2.

Guardians of the Poor of Barton-upon-Irwell Union v. Guardians of the Poor of Wycombe Union.

5th, 8th, 9th and 11th February.

POOR LAW—SETTLEMENT—ILLEGITIMATE CHILD LIVING APART FROM MOTHER—MARRIAGE OF MOTHER—ACQUISITION OF SETTLEMENT BY CHILD—POOR REMOVAL ACT, 1846, 9 & 10 Vict. c. 66, s. 1—POOR REMOVAL ACT, 1848, 11 & 12 Vict. c. 111, s. 1—DIVIDED PARISHES AND POOR LAW AMENDMENT ACT, 1876, 39 & 40 Vict. c. 61, ss. 34, 35.

Section 35 of the Divided Parishes and Poor Law Amendment Act, 1876, which deals with the abolition of derivative settlements, does not apply to a child, whether legitimate or illegitimate, under the age of sixteen years.

A pauper was an illegitimate child, born at Clapham, in 1905. She lived with her mother for about two or three years, and in February, 1909, she was sent to reside with some people in the Barton-upon-Irwell Union, and lived there until June, 1920, at which time she was under sixteen years of age. In March, 1909, her mother married. The mother and her husband did not acquire a settlement by residence until after 1913, in which year they went to Chipping Wycombe, and they acquired a settlement there. In October, 1924, the pauper became chargeable in the Wycombe Union.

Held, that the pauper had not acquired a settlement by residence plus irremovability in the Union of Barton-upon-Irwell.

Decision of the Divisional Court, 42 T.L.R. 127, reversed.

Appeal from the Divisional Court, 42, T.L.R. 127, on a case stated by the Bucks Quarter Sessions. The appellants had appealed to the Divisional Court from an order of quarter sessions in an appeal from justices who at a petty sessional court, on 5th December, 1924, made an order adjudging the place of the last legal settlement of Louise Madge Brant, a pauper, to be in the parish of Worsley in the Barton-upon-Irwell Union, and directing her removal thither from the Wycombe Union, wherein she had become chargeable. The Barton-upon-Irwell Union appealed against that order to quarter sessions. Louise Madge Brant, a single woman, was the illegitimate child of one Margaret Baxter, formerly Brant, and was born on 25th September, 1905, at Clapham Maternity Hospital, in the County of London. Margaret Baxter, then Brant, was a spinster when Louise Madge Brant was born. Louise Madge Brant had no other settlement than that of her mother before March, 1909. On 17th March, 1909, Margaret Brant married one Ernest Edward Baxter, with whom she resided at various places until about December, 1913. From December, 1913, until the date of the order of the justices, Ernest Edward and Margaret Baxter resided continuously in the parish of Chipping Wycombe in the Wycombe Union in such manner and in such circumstances as to acquire a settlement in the parish of Chipping Wycombe under the provisions of s. 34 of the Divided Parishes and Poor Law Amendment Act, 1876. About the month of February, 1909, Louise Madge Brant went to reside at Walkden in the parish of Worsley in the Barton-upon-Irwell Union, with one George Pennington and his wife, and she thereafter resided in the parish of Worsley without relief or interruption until about the month of June 1920. Neither E. E. Baxter nor M. Baxter, formerly Brant, ever resided in the parish of Worsley. From June, 1920, until 22nd October, 1924, Louise Madge Brant resided in various places, without acquiring a settlement, and on the latter date, she and her infant became chargeable to the Guardians of the Wycombe Union. Louise Madge Brant and her infant child had the same settlement.

The Guardians of the Barton-upon-Irwell Union contended before quarter sessions that Louise Madge Brant at no time resided in the parish of Worsley in such manner, and/or in such circumstances as would, in accordance with the statutes in that behalf, render her irremovable, and that by reason of the premises Louise Madge Brant was at all times incapable of acquiring the settlement relied upon in support of the order of the justices. The Guardians of the Wycombe Union contended that from and after the date of her mother's marriage in March, 1909, Louise Madge Brant was capable of acquiring, and did acquire, a settlement by reason of her residence in the parish of Worsley, and that the order of the justices was rightly made. Quarter sessions were of opinion, having regard to the decision in *Hollingbourn Union* v. *West Ham Union*, 1881, 6 Q.B.D. 580, and the words of Lord Macnaghten in *West Ham* v. *Holbeach Union*, 1905, A.C. 450, that the contention of the guardians of the Barton-upon-Irwell Union was correct, and they accordingly decided that Louise Madge Brant was not legally settled in the parish of Worsley, and allowed the appeal with costs, and quashed the order of the justices. On the application of the Wycombe Union, quarter sessions stated this case for the opinion of the court whether their decision was correct.

The Divisional Court reversed the order of quarter sessions, and held that Louise Madge Brant was, as from the date of her mother's marriage, "deemed to be settled in the place in which she was born" by virtue of the last paragraph of s. 35 of the Divided Parishes and Poor Law Amendment Act, 1876, and was capable of acquiring a settlement of her own by residence under s. 34 of the same Act, and had so acquired a settlement by her residence in Barton-upon-Irwell Union. The Guardians of the Barton-upon-Irwell union appealed to the Court of Appeal.

BANKES, L.J.: The case put before the justices and the case on which the Wycombe Guardians relied was that it was a case where a pauper had acquired by residence a settlement in a union other than the one in which she was chargeable. The Poor Law Amendment Act, 1834, s. 71, provides that: "Every child which shall be born a bastard after the passing of this Act shall have and follow the settlement of the mother of such child until such child attain the age of sixteen, or shall acquire a settlement in its own right." The Poor Law Removal Act, 1846, and the Poor Law Removal Act, 1848, deal with removal only, and with the powers and possibilities in reference to removal. The object of the proviso to s. 1 of the Act of 1848 is to secure that the child and the parent shall, as far as possible, be treated as either removable or irremovable, as the case may be, so that they shall not be separated. The provision is in these terms: "Provided always, that whenever any person should have a wife or children having no other settlement than his or her own, such wife and children

should be removable from any parish or place from which he or she would be removable, notwithstanding any provisions of the said recited Act, and should not be removable from any parish or place from which he or she would not be removable by reason of any provision in the said recited Act." It is not in dispute here that the mother of this daughter was always removable from the parish of Barton-upon-Irwell. I think it is settled law that this proviso applies to illegitimate children as well as to legitimate children. That was decided by the *West Ham Union* v. *Bethnal Green Union*, 1894, A.C. 230. Passing to the provisions of the Divided Parishes and Poor Law Amendment Act, 1876, s. 34 of which creates a status of settlement by residence, not by residence alone but by residence coupled with irremovability, and the section provides that: "Where any person shall have resided for the term of three years in any parish, in such manner and under such circumstances, in each of such years, as would in accordance with the several statutes in that behalf render him irremovable, he shall be deemed to be settled therein until he shall acquire a settlement in some other parish by a like residence or otherwise." We are dealing here not with derivative settlement, but with the settlement which is created by the statute, as the result of three years' residence, coupled with irremovability, over the whole of that period, and, speaking for myself, I think in this case, where the case made for the applicants was that this pauper had acquired a settlement by residence in the Barton-upon-Irwell Union, directly it was shown that the child was not irremovable during any portion of the alleged residential period the case fails, because they have failed to establish a residence plus irremovability during any portion of that period. The decision of the Divisional Court proceeded upon the view that when the mother married, the whole position in reference to that child altered and that because from the time of the husband acquiring a settlement, the wife's settlement has been derivative, therefore the child's settlement must be derivative, and that must be taken into consideration in dealing with the question as to whether the child was irremovable during the period of her residence in Barton-upon-Irwell, and they came to the conclusion that the child was irremovable because from the time of the mother's settlement becoming derivative the child, by virtue of the third clause of s. 35, came within that clause, and therefore had acquired a status of settlement of birth because the mother's settlement became derivative. This case can be decided quite apart from s. 35, and decided simply on the ground that there is no authority for the proposition that the mother's marriage made any difference in regard to the irremovability of the child, and in considering the question as to settlement by residence in Barton-upon-Irwell you have to confine your attention to s. 34 and s. 35, which deals with derivative settlements, does not come into the question at all. However, I do not wish to rest my judgment on that point alone, because, if I am wrong on that point and that it is possible for the Wycombe Guardians to rely on s. 35, and assuming that it is open to them to refer to the third sub-section in the way the Lord Chief Justice referred to it and relied on it, then it is necessary to consider whether the sub-section has any reference to a child, whether illegitimate or legitimate, under the age of sixteen. Here, I think, it is a great pity that the law has not been treated as settled by what Lord Watson said in the *Reigate Case* in 1889, 14 App. Cas., at p. 484. In that case Lord Watson clearly said that in his opinion the third clause of s. 35 had no application to a child under sixteen years of age. The Court of Appeal, as long ago as 1889, decided that the construction put upon the third clause of s. 35 was the true construction and the law. I think it is lamentable that when that was recognized as long ago as 1889 to be the law, and, no doubt, acted upon and treated as the law by persons whose duty it is to advise guardians in such matters, that we should find the Divisional Court, in 1920 and 1921, criticizing Lord Watson's judgment and the judgment of the Court of Appeal, and treating Lord Watson's judgment as not accepted by the House of Lords in subsequent cases, and therefore refusing to act on the view of Lord Watson. In my opinion the view originally taken by the justices in this case was wrong, the view taken by Quarter Sessions was right, and in these circumstances the appeal will be allowed.

WARRINGTON and ATKIN, L.JJ., delivered judgments to the same effect. Appeal allowed.

COUNSEL: *Macmorran*, K.C., and *H. M. Paul*; *H. Davey*.

SOLICITORS: *Reid Sharman & Co.*, for *Foyster, Waddington and Morgan*; *Ward* and *Melliar Smith*, for *Reynolds & Son*, High Wycombe.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—King's Bench Division

The Commissioners of Inland Revenue v. Brigadier-General E. S. D'Ewes Coke.

Rowlatt, J. 22nd February.

REVENUE—SUPER TAX—COMPANY—ACCUMULATED PROFITS—INCREASE OF CAPITAL—NEW SHARES PAID FOR OUT OF PROFITS—OPTION OF SHAREHOLDERS TO TAKE SHARES OR MONEY—LIABILITY TO TAX.

Where a company increases its capital by the issue of new shares, or, at the option of the shareholders, pays cash instead of shares, both of which are paid as a bonus out of accumulated profits in the reserve fund, such shares or cash are income and not capital in the hands of the shareholders who are, therefore, assessable to tax thereon.

Case stated by the Commissioners for the special purposes of the Income Tax Acts. The respondent, who appealed against an additional assessment to supertax in the sum of £8,231 for the year ended 5th April, 1921, made upon him under the provisions of the Income Tax Acts, was a shareholder in the Pinxton Collieries, Limited. Before 27th August, 1919, he was the holder of 1,500 ordinary shares of £5 each in the company, which was a company limited by shares and incorporated on 25th May, 1899, under the Companies Acts, 1862 to 1898. Before 27th August, 1919, the capital of the company was £180,000, divided into 18,000 ordinary shares of £5 each and 18,000 preference shares of £5 each. On 30th September, 1918, the company's balance sheet showed a reserve fund of £125,000, which represented accumulated profits of the company's trade. In August, 1919, the following circular letter was issued to the shareholders of the company:—Pinxton Collieries, Ltd., near Alfreton, Derbyshire. Dear Sir or Madam,—The directors consider that the time is opportune for raising the capital of the company from £180,000 to £300,000, and that in view of existing circumstances, and in order to facilitate transactions regarding shares of the company, it will be convenient to split up each of the existing £5 ordinary and preference shares of the company into five fully paid-up shares of £1 each. They propose that the increase of the capital should be effected by the creation of 110,000 additional ordinary shares of £1 each, ranking in all respects with the existing ordinary shares, and 10,000 six per cent. cumulative preference shares, ranking in all respects with the existing preference shares. It is further proposed to issue 90,000 of the new ordinary shares and to offer them to the holders of the existing ordinary shares on the basis of one new ordinary share for each of the existing ordinary shares held by the members. In view of the sum standing to the credit of the reserve fund, there is no necessity for the members entitled to the new shares actually to provide cash for such shares out of their own money. The issue of the new shares can be readily effected by this company declaring that £90,000 shall be taken out of the accumulated reserve fund and divided by way of bonus dividend among the ordinary shareholders.

Instead of the payment of such bonus by the company in cash, shareholders entitled may let it be applied in satisfying the sums payable in respect of the new ordinary shares proposed to be issued. Any new shares not so taken by the shareholders would be disposed of by the directors. As soon as possible, it is intended to convene a general meeting of members to authorize the distribution of a bonus dividend equal to £1 in the pound for every £1 of ordinary share capital held, and the offering to the holders of such capital at par of fully-paid ordinary shares equal in nominal amount to the total bonus payable. It is also thought to be advantageous that new articles of association should be adopted, in substitution for the present articles. The notice now sent convenes the first general meeting necessary towards effecting the above purposes. By order of the board of directors, A. Millhouse, Secretary.

The proposals set out in the above letter were confirmed by resolutions at an extraordinary general meeting of the company held on 27th August, 1919. By a letter dated 28th August 1919, a circular letter was sent to the shareholders of the company giving them the option to accept the new ordinary shares in whole or in part. The respondent, as the holder of 7,500 ordinary shares of the company of £1 each, received a copy of the circular letter of 28th August, 1919, and in the exercise of the option given to him by that letter he accepted 2,500 new ordinary shares, but declined the offer as to the remaining 5,000. He received £5,000 as being the full nominal amount of the 5,000 shares not accepted by him. Of the total 90,000 new ordinary shares offered by the company, 81,625 had been accepted by and allotted to the shareholders. The balance of 8,375 shares had not been issued. The balance sheet, as at 30th September, 1919, showed the reduction of the reserve fund and the increase of the nominal capital in accordance with the resolutions. In making his return for super-tax for the year ended 5th April, 1921, the respondent did not include the value of the 2,500 new ordinary shares allotted to him or the £5,000 he had received in the circumstances set out above. The additional assessment under appeal was made in respect thereof, namely, £7,500, plus £731 in respect of income tax, making a total of £8,231. It was contended on behalf of the Crown that on the facts proved the case was distinguishable from *Commissioners of Inland Revenue* v. *Blott* and *Commissioners of Inland Revenue* v. *Greenwood*, 1921, A.C. 171, that the distribution of shares or the nominal value of the shares in cash was a distribution of accumulated profits; and that the shares received by the respondent represented income in the hands of the respondent. For the respondent it was contended that the distribution of shares or the nominal value thereof was a distribution of capital and not income. The Commissioners held that the case was governed by *Commissioners of Inland Revenue* v. *Blott, supra*, and *Commissioners of Inland Revenue* v. *Greenwood, supra*, and they discharged the assessment. The Crown now appealed. In addition to the above cases the following were also referred to: *Poole* v. *Guardian Investment Trust Company Limited*, 1922, 2 K.B. 347; *Commissioners of Inland Revenue* v. *Doncaster*, 40 T.L.J.R. 433; *Commissioners of Inland Revenue* v. *Fisher's Executors*, 1925, 1 K.B. 451.

ROWLATT, J., said in the circumstances of the case he thought that the respondent had a real option to take the money. As there was that real option it seemed impossible for him to say that the case was governed by *Commissioners of Inland Revenue* v. *Blott, supra*. As he read the majority judgments in *Blott's Case*, and as he read the exposition of those judgments by the Lords Justices in the Court of Appeal in *Fisher's Case, supra*, it seemed to him that the very grounding of that decision was that the shareholder had no option; he was simply given shares and nothing more. He (his lordship) did not think that, having regard to the terms of the prospectus and to what had happened, the company could capitalize its reserve. It could not do it merely by saying that it was going to do it, and then dealing with the reserve as if it had been capitalized. The money was simply taken out of the reserve fund and paid to the shareholder where the new ordinary shares were not taken up. How could it be said that that was a capitalizing of the reserve fund? With regard to the shares that were accepted, they were on the same footing. The company might have applied the reserve fund to shares. What had happened was that they had not applied it; it was the shareholder who had applied it. In his (his lordship's) judgment, in so far as he had a judgment—since he was bound by the decided cases—the appeal ought to be allowed, with costs.

COUNSEL: For the Crown, *The Attorney-General* (*Sir Douglas Hogg*, K.C.), and *R. P. Hills*; for the respondent, *A. M. Latter*, K.C., and *Cyril King*.

SOLICITORS: For the Crown, *Solicitor of Inland Revenue*; for the respondent, *Johnson & Weatherall*, for *Parker, Rhodes and Co.*, Rotherham.

[Reported by COLIN CLAYTON, Esq., Barrister-at-Law.]

Obituary.

SIR J. R. MELLOR.

Sir James Robert Mellor died on Friday, the 19th ult., at Tenterden, from heart failure, following influenza, at the age of eighty-six. Sir James was the third son of The Right Hon. Sir John Mellor, P.C., a Judge of the Court of Queen's Bench from 1861 to 1879. Born on the 4th May, 1839, he was educated privately and at Trinity Hall, Cambridge, where he took the degree of LL.M. He was called by the Inner Temple in 1865, and in 1874 was appointed a Master of the Crown Office, a position he retained until 1912. Later, he became Senior Master and King's Remembrancer, King's Coroner, and Registrar of the Court of Criminal Appeal. Sir James, who was a great authority on the Rules of the Crown Office, had much to do with the organization of the Court of Criminal Appeal, and was understood to have assisted in the drafting of the Criminal Appeal Act. When he resigned his several offices, his aggregate service in the Law Courts extended over a period of nearly forty years.

Sir James took considerable interest in St. Mary's Hospital, Paddington, and remained an active member of the board of management for many years.

MR. H. M. WILLIAMS.

Mr. Harry Montagu Williams, LL.B., Solicitor, Brighton, died there on the 14th ult. Admitted in 1874, he was a member of the firm of Messrs. H. Montagu Williams & Son, of 17, Middle-street, Brighton. Mr. Williams enjoyed an extensive practice in that town and in the surrounding district, and had a wide circle of friends by whom his death will be greatly regretted. He was a member of The Law Society and of the Solicitors' Benevolent Association.

MR. J. F. BURTON.

On Tuesday last, Mr. James Frederick Burton, Solicitor, passed away at his residence, 2 Airlie Gardens, W.8, at the age of sixty-nine. He was for many years senior partner in the well-known and old-established firm of Messrs. Burton, Yeates & Hart, formerly of 1 New Square, Lincoln's Inn Fields, but more recently of 23 Surrey Street, Strand. A son of the late Mr. Edward Frederick Burton, solicitor (who was President of The Law Society in 1877-78), he was born on 22nd August, 1856, educated at Winchester, and served his articles with the firm of Murray, Hutchins & Co., of 11 Birchin Lane, E.C. He was admitted in 1881, and at once joined his father's firm as a partner. Mr. Burton was recognized as a sound conveyancer and an exceptionally hard worker with

few interests outside his professional work, to which he devoted practically his whole time. Indeed, it is believed that overwork was almost entirely responsible for the protracted illness which had caused so much anxiety to his family, kept him completely away from business since February in last year, and finally necessitated his retirement in August. He was a member of the Mid-Surrey Golf Club, was an accomplished skater, a thoroughly sound business man, and possessing a genial and pleasant disposition, was extremely popular. He leaves a widow and one daughter. Mr. Burton was a member of The Law Society.

Mr. H. W. JONES.

Mr. Henry William Jones, solicitor, senior partner in the firm of Messrs. Jones & Son, Town Hall Chambers, Colchester, died at his residence, Plum Hall, Colchester, on Sunday last, at the age of seventy-four. Mr. Jones had been in practice at Colchester for upwards of half a century. Born on the 6th January, 1852, he was articled to his father, the late Mr. Henry Jones, a former Town Clerk of Colchester, admitted in 1874, and joined his father in partnership in 1881, since which date the style of the firm has remained as "Jones & Son." The firm also had offices at Manningtree, Clacton, and at Haverhill. He was Clerk to the Justices of the Lexden and Winstree Division of the County of Essex, an appointment he had held since 1889, when he succeeded his father. In 1908 he was joined by his elder son, Mr. Cyril Gordon Jones, who in 1913 was appointed Registrar of Haverhill County Court, and in 1924 succeeded his father as Clerk to the Tendring Justices, and now becomes the surviving partner. He had been in failing health for the last four years, suffering from blood pressure, and had been unable to attend his office for two years. He was an enthusiastic yachtsman, also a good shot. He owned cruising yachts and raced these successfully at different regattas on the coast and on the Continent. His yacht "Gardenia" won the fifty guineas cross-channel cup from Ramsgate to Calais and back, and for three successive years won the International Race for cruising yachts at Ostend. He was very keen on all kinds of shooting, and took a great interest in wildfowling. The deceased leaves a widow, three sons and two daughters, Mr. Cyril Gordon Jones, Mr. Douglas Doyle Jones, Mr. R. M. C. Jones (Ceylon), Mrs. Clarke and Mrs. Eastwood. Mr. Jones—who was a member of the Law Society—was a brother of Mr. Charles E. Jones, barrister-at-law, senior member of the Essex Sessions and Recorder of Maldon and Saffron Walden.

RAILWAYS ACT OF 1921.

A trenchant criticism of the working of the Railways Act of 1921 appears in the current issue of *The Trade and Engineering Supplement* of *The Times*, from the pen of a special correspondent. He recalls the circumstances that led to the passing of the Act, which many people imagined would result in cheaper and more efficient railway transport than was possible before grouping was introduced. Instead of there being any immediate prospect of the predicted economy of £25,000,000 a year being effected, it is said to be common knowledge in railway circles that the concessions made as to wages and conditions of service during the period of Government control, which have been the governing factor in an increase of expenditure of nearly 120 per cent., as compared with the pre-war period, have had disastrous financial results.

The writer states that with the existing scales of fares, rates and charges, the railways are not earning the standard net revenue. He refers to the "time and money wasted over the protracted proceedings of the Railway Rates Tribunal, although little more than the fringe of the inquiry has been touched," and questions whether any useful purpose can be achieved by prolonging the inquiry. It is added that the state of affairs which now prevails was not foreseen by the framers of the Railways Act, and that it is obvious, too, that to fix rates and fares on the high level which would yield the standard net revenue and in theory put the railway companies on a sound financial basis, would be to bring into existence scales of rates and charges too heavy to be imposed.

Reviews.

Supplement to the Eighth Edition of Chalmers and Hough's Commentary on the Bankruptcy Acts. Edited by C. Tindale Davis and J. R. J. Johnston. London: Waterlow & Sons. ii and 62 pp. 6s. net.

This is a useful and necessary supplement to the eighth edition of the well-known Commentary "Chalmers and Hough on Bankruptcy Law," which was published in November, 1923. The first part of the supplement is comprised of those extracts from the various Law of Property Acts of 1925, and the Rules issued thereunder, which affect bankruptcy matters. It would, we think, have been an advantage if a few notes had been added to show the origin of the various sections, or, at any rate, to point out which sections contain new law and which are re-enactments of repealed legislation. The second part sets out the Administration of Justice Act, 1925, s. 22, and the numerous rules and orders relating to deeds of arrangement. The various sections and rules are clearly set out, but there seems little need to index the two parts of such a small book separately, while the index as a whole would have been much improved by placing the sub-headings in alphabetical order. F.

A Handbook on the Death Duties. By H. Arnold Woolley, Solicitor. London: T. Fisher Unwin, Ltd.; The Solicitors' Law Stationery Society, Ltd. 150 pp. 7s. 6d. net.

The general and growing importance of the subject, as well as the absence of competing works written from the same angle, namely, that of the solicitor's office, should make the appearance of this short new text-book on Death Duties welcome to the busy practitioner. The author proclaims that: "In too many cases claims for duties received from the Estate Duty Office are passed as correct without sufficient scrutiny—due to insufficient intimacy with the law." On this and other grounds he pleads of his fellow solicitors and their clerks to become more acquainted with the law upon the subject. There is no doubt that the law as to death duties is a neglected study, but we wonder whether things are quite as bad as the impression derived from Mr. Woolley.

The subject is dealt with clearly and briefly, and we can recommend this work as an introduction into the study of the law of death duties and as a convenient handbook giving information upon matters that usually require consideration in paying duties on a deceased person's estate. One suggestion we would like to make, namely, that the quasi-political references contained in the preface might well have remained unwritten in a short legal text-book of this kind.

Mews' Digest of English Case Law, containing the Reported Decisions of the Superior Courts and a selection from those of the Scottish and Irish Courts to the end of 1924. Second Edition. Under the general editorship of Sir Alexander Wood Renton, K.C.M.G., late Chief Justice of Ceylon, Sydney Edward Williams and Wyndham A. Bewes. Vol. IX. Executor and Administrator to Heir-at-law. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd.; The Solicitors' Law Stationery Society, Ltd. xix pp. and 1,682 columns. Price 35s.

The title of Vol. IX, "Executor and Administrator to Heir-at-Law," reveals a strange coincidence, and reads as if it were that of a legal text-book giving the history of a deceased person's property from the death until the property became "at home" in the heir-at-law.

As would naturally be expected, the cases on Executors and Administrators take up very nearly half the volume. They are grouped together under thirteen general headings, ranging from Title; Rights, Powers and Duties; and Liabilities, to Administration; Distribution; Refunding; and Proceedings by or Against. Amongst the other subjects cases on which are given appear Extradition, Factory, Fines and Recoveries,

Fish and Fisheries, Fixtures, Fraud, Friendly Society, and Gaming and Wagering. Cases on Fraud, Misrepresentation and Undue Influence occupy some 233 columns. They are arranged under five general headings, namely, What Amounts to; Effect of; Practice; Ratification and Acquiescence; and Rights of Third Persons. The grouping together of cases upon these subjects, as well as upon Duress, does not make for as complete and clear an exposition as we would like. In particular the different effects of these various circumstances upon contracts tends to be overlooked in a grouping after this fashion. The difficulty of separating the older cases no doubt accounts to a large extent for the adoption of the classification, but we think that convenience and scientific classification would be well served by separate groupings under Fraud, Innocent Misrepresentation, Duress and Undue Influence.

In Vol. IX again, we are given a mass of information carefully sifted and on the whole conveniently arranged. As far as we have been able to see, the editors have in this volume, as in others, jealously maintained their reputation for conciseness and accuracy.

Glen's Public Health. Fourteenth Edition. By the late Alexander Glen, K.C., Randolph A. Glen and G. W. Bailey. Vol. II (Parts V and VI). Sweet & Maxwell, Ltd. 1925. Large 8vo. viii, 197, dxxii pp. (The complete work £5 5s. net.)

This part of a deservedly well-known and popular work, comprises about 200 pp. of Statutory Orders, Rules, Regulations, Instructions, etc., and over 500 pp. of Statutes, Cases, and Indices. The very large number of additions is necessitated by the many changes in the law during the three years which have elapsed since the earlier portions were published, and bring the work right down to the end of 1924. The Public Health Act, 1925 (which received the Royal Assent in August last) has been added together with parts of the Housing and the Town Planning Acts of the same year.

The general index has been most skilfully arranged, and although it covers a multiplicity of complex subjects the task of finding what one requires is rendered quite simple. We can strongly recommend the work to all who wish to be thoroughly up to date in the law of Public Health. H.

Banking and Currency. Ernest Sykes, B.A. (Oxon.), Secretary of the Institute of Bankers; with an Introduction by F. E. Steele. Sixth Edition. 1925. 304 pp. Butterworth & Co. 5s. net.

This work is intended mainly as a text-book for students, and those reading for the examinations of the Institute of Bankers, the London Chamber of Commerce, and other examining bodies. It contains a broad outline of those branches of business and finance with which the banker should be fully acquainted. The chapter entitled "England's adoption of the Gold Standard" is, in view of recent events, most appropriate.

One of the most valuable features of this useful work is the fact that it brings together in a narrow compass for the first time much information, the greater part of which could only be found in many other books, and some of which is not to be found in books at all. H.

Books Received.

The Central Law Journal, Vol. 99, No. 3, 5th January, 1926. The Central Law Journal Co., St. Louis, Mo. 25 cents.

Trial of Abraham Thornton (Notable British Trials). Sir John Hall, Bt., Wm. Hodge & Co. Ltd., Edinburgh and London. 10s. 6d. net.

Supplement No. 1 to the Third Edition of a Digest and Index of the Official Reports of Tax Cases. Prepared for the Board of Inland Revenue, by Sir E. R. Harrison, LL.B. H.M. Stationery Office. 1s. net.

Income Taxes in the British Dominions. A Digest of the Laws comprising Income Taxes and Cognate Taxes in the British Dominions, Colonies, Protectorates, etc. Compiled in the Inland Revenue Department (London). Supplement No. 5. H.M. Stationery Office. 1s. net.

Rating and Income Tax. 20th February, 1926, Vol. III, No. 69. Argus Press, Ltd., Temple Avenue, E.C. 9d. net.

The Duties of a Liquidator in a Voluntary Liquidation. G. Cameron Ollason, A.C.A. Gee & Co. (Publishers) Limited, 6, Kirby-street, E.C.1. 7s. 6d. net.

National Finance. An Elementary Text Book for Students in Economics, Politicians and the General Tax-payer. J. H. Morton, F.C.A., F.R.Econ.S. Gee & Co. (Publishers) Limited, 6, Kirby-street, E.C.1. 6s. net.

The Scots Digest, being a Digest of all the cases decided in the Supreme Courts of Scotland and reported in the various series of Reports, with Alphabetical Table of Statutes, October, 1924, to October, 1925. W. Green & Son Limited Law Publishers, Edinburgh. 7s. 6d. net.

Gibson's Guide to Stephen's Commentaries of the Laws of England (Eighteenth edition), constituting a guide to the Eighteenth Edition of the Commentaries. Arthur Weldon, H. Gibson Rivington, M.A. (Oxon.), and A. Clifford Fountain (Solicitors). "Law Notes" Publishing Offices, 25/26, Chancery-lane. 25s.

The A.B.C. Guide to The Practice of the Supreme Court, 1926. Twenty-first edition. F. R. P. Stringer. To which is added *The Practice of The Crown Office*, by W. E. Davis and D. Boland. Sweet & Maxwell, 2/3, Chancery-lane; Stevens & Sons, 119/120, Chancery-lane. 10s. net.

Mews' Digest of English Case Law, containing the Reported Decisions of the Superior Courts. First Annual Supplement to the Second Edition, containing the cases reported in 1925. Aubrey J. Spencer. Sweet & Maxwell, Ltd., and Stevens and Sons Ltd.

The Accountant Tax Cases. Vol. IV, 1925. Raymond Needham. Gee & Co. (Publishers), Ltd., 6, Kirby-street, E.C.1. 25s. net.

The Incorporated Accountants' Journal (The Official Journal of The Incorporated Accountants and Auditors), March, 1926. Vol. XXXVII, No. 6. 1s. net.

A Digest of Law and Arbitration Cases of Interest to Surveyors, Valuers and Estate Agents. Reported from 1st January to 31st December, 1925. Estates Gazette, Ltd., 33/35, Kirby Street, Charles Street, Hatton Garden, E.C.1. (1926.)

Seaborne's Vendors and Purchasers of Real and Leasehold Property. 9th Edition. W. Arnold Jolly, M.A., and C. H. S. Fifoot, M.A. (Barristers-at-Law). Butterworth and Co., London. 21s. net.

Imperial Taxes and Tithe Rent-charge. A Brief Outline of the Law, including a Summary of the Provisions of the Tithe Act, 1925. David M. Laurance, B.Sc. (Lond.). The Estates Gazette, Ltd., 33/35, Kirby Street, E.C.1. 13s., post free.

Income Tax and Super Tax. E. Miles Taylor, F.C.A., and Frederick H. Taylor, F.C.A. 3rd Edition. Macdonald and Evans, 8, John Street, Bedford Row, W.C.1. Demy 8vo. 268 pp. 12s. 6d. net.

An Introduction to the New Law of Property and of Conveyancing, by W. G. H. Cook, LL.B. (Lond.), M.Sc. (Lond.), Barrister-at-Law. Gee & Co. (Publishers), Ltd., Kirby-street, London; 8vo., 160 pp. (with Index). 7s. 6d. net.

Societies.

To Secretaries.—**Reports of meetings, lectures, etc., to ensure insertion in the current number, should reach the office not later than 10 a.m. Wednesday.**

The Law Society's School of Law.

A moot, organized by students of the Law School, was held on Wednesday, the 24th ult., in the Court Room at the Law Society. The case took the form of an appeal to the Court of Criminal Appeal from a conviction for murder in the following circumstances :—

An organization called the Gallic Leeks, offered to the Emmaton Coal Company Limited, the services of their members as an armed guard at their colliery in order to defend it from the attack of a mob of strikers on the occasion of a national strike. A body of twenty-five Leeks took up duty at the pit-head on 30th March under the command of one, Butcher. They were armed with shot guns and .22 rifles. On the morning of 1st April, a body of strikers armed with sticks and cudgels entered the colliery yard and called for the withdrawal of the Leeks, and the handing over of the pit to themselves. On refusal of the demands stones were thrown at the Leeks and attempts were made to burn the building, some of the timber being actually set on fire. A magistrate, as soon as the first missiles were hurled, read the Riot Act ; within an hour Butcher suggested to the magistrate that in view of the situation he must either fire on the mob or withdraw his men. Thereupon the magistrate said " Very well, fire over their heads." Butcher and all his men discharged their various weapons in the air, and three children on the outskirts of the mob were killed, death in each case being due to .22 rifle bullets. Butcher and all his men were indicted at the next Assize on a charge of murder. A letter was admitted in evidence at the Assize from the Home Secretary, stating that the Government had approved the Gallic Leeks as an organization to assist in the protection of life and property ; in fact every member present at the pit-head had previously been sworn as a special constable. The facts as stated were proved at the trial, and it was conceded by the prosecution that but for the firing the Leeks would have been driven off the premises. Butcher was found guilty of murder.

The appeal was allowed and the conviction accordingly quashed. The case was argued before Mr. Roland Oliver, K.C., and Messrs. A. C. D. Ensor and H. W. Solomon. " Counsel " for the appellant, Mr. J. B. R. Davies and Mr. A. L. Philips ; for the " Crown " Mr. W. S. Chaney.

The proceedings closed with a vote of thanks to Mr. Oliver for his presence in the chair.

Sheffield District Incorporated Law Society.

PROCEEDINGS

At the fifty-first annual general meeting of the Society, held in the Society's Library, Hoole's-chambers, Bank-street, Sheffield, on Friday, the 26th ult., at 3.30 p.m., Mr. Edward Bramley (Vice-President) in the chair.

The following members also present : Messrs. A. P. Aizlewood (Rotherham), F. Allen (Doncaster), H. Auty, J. C. Auty, E. G. Bagshawe, S. U. Blackburn, A. Brewer, A. Brittain, S. H. Clay, C. W. Clegg, F. B. Dingle, C. A. Elliott, L. E. Emmet, R. Hargreaves, A. Howe, P. Howe, F. J. Kershaw, W. A. Lambert, W. M. R. Lewis (Doncaster), A. P. Lockwood, F. Ludlam, T. G. Mander, R. Meeke, A. Neal, W. L. Oxley, W. B. Siddons, G. H. Simpson, W. M. Smith, M. J. Whitehead, B. A. Wightman, E. Wilson, B. T. Winterbottom and C. S. Coombe (Hon. Secretary).

The fifty-first annual report presented by the Committee was received, confirmed and adopted, and the accounts of the Hon. Treasurer for the past year, as audited by the Society's professional auditors, were approved and passed.

A resolution was passed expressing the cordial thanks of the Society to Mr. R. T. Wilson, the President, and appreciation of the ability with which he had filled the office and the consideration he had given to his duties during the past year. In proposing the resolution, the Vice-President mentioned that Mr. Wilson was unfortunately confined to bed, and that this was the first meeting that he had missed during the year.

Resolutions were also passed expressing the best thanks of the Society to the Vice-President, Hon. Treasurer and the Hon. Secretary for their valuable services during the past year.

On the proposal of Mr. B. A. Wightman, seconded by Mr. Frank Allen, Mr. A. P. Aizlewood (Rotherham) was unanimously elected to be President of the Society for the ensuing year. Mr. Aizlewood then took the chair.

The following gentlemen were elected officers for the ensuing year : Vice-President, Mr. Edward Bramley ; Hon. Treasurer, Mr. P. K. Wake ; Hon. Secretary, Mr. C. S. Coombe.

Committee : Messrs. F. Allen (Doncaster), E. G. Bagshawe, H. Bedford, S. U. Blackburn, S. H. Clay, L. J. Clegg, L. E. Emmet, C. des Forges (Rotherham), Sir W. E. Hart, F. Ludlam, R. Meeke, J. Morton (Grenoside), A. Neal, J. K. Parker, R. F. Pawsey, J. D. Pryce, E. W. Pye-Smith, W. M. Smith, W. E. Wakerley (Chesterfield), B. A. Wightman and R. T. Wilson.

The following gentlemen were elected a committee to control the Poor Persons Procedure in the district, subject to their appointment being confirmed by the Lord Chancellor : Messrs. A. P. Aizlewood (Rotherham), F. Allen (Doncaster), J. C. Auty, E. G. Bagshawe, C. Barker, S. U. Blackburn, S. H. Clay, C. M. Clegg (Barnsley), C. S. Coombe, J. Morton (Grenoside), W. B. Siddons, W. E. Wakerley (Chesterfield) and Horace Wilson (Barrister-at-Law).

Solicitors' Managing Clerks' Association.

ANNUAL MEETING.

The Solicitors' Managing Clerks' Association held its annual General meeting at The Law Society's Hall on Thursday, the 11th ult., the President (Mr. W. F. Gillham) taking the chair.

The thirty-third annual report of the Council stated that during the year the Rule and General Purposes Committee had, at the request of The Law Society, prepared a report upon suggested reforms of the Chancery practice and procedure, for submission to Mr. Justice Tomlin. The membership of the Association had increased by 140. This was the fifth year of the classes for law clerks which were held at the Royal Courts of Justice. The Council desired to thank Mr. R. W. Everard and Mr. E. E. Rowe, who were the lecturers. The attendance throughout was good, averaging upwards of seventy. An examination was held at the end of the 1924-25 session and prizes were awarded to the value of £16. The ten lectures by Mr. A. F. Topham, K.C., on the Law of Property Acts, had proved a great success, over 510 members and non-members attending each lecture, and more than a hundred applications for tickets had been refused owing to want of space at the hall where the lectures were held. As country

members were not able to attend, verbatim reports were sent to each. Mr. Topham was now delivering a second course, which were appearing in "The Law Journal." The attendance at the members' meetings had increased, and papers, followed by discussions, had been read on interesting subjects. Members were at liberty to invite their friends to these meetings. At the annual meeting the members, by a unanimous resolution, instructed the Council again to petition for a Charter of Incorporation. During the year a number of members of the legal profession and several of His Majesty's judges had expressed their regret that the Charter was not granted on the Association's first petition. The Rule Committee of the Association had resettled the petition and draft charter, and the petition would shortly be presented. The record increase in membership of 140 fff the year was exceedingly gratifying, including as it did upwards of twenty from one town in the North. It was evident that the policy of the Association commended itself to managing clerks, and members might rest assured that the council fully appreciated the confidence imposed in them.

The President expressed his pleasure that the year was notable as being a record year in regard to the additions to the membership. The Association was also to be congratulated on the success of its educational activities, especially in regard to the classes for junior clerks, who would in time, he reminded the meeting, become the managing clerks, and to the lectures which had been delivered, more particularly those by Mr. A. F. Topham, K.C., on the Law of Property Acts. The Association was the first body to arrange for lectures on the Acts. In addition, there were the usual lectures delivered by eminent members of the Bar and presided over by judges of the High Court. The membership during the previous year had increased by the large number of fifty-four—it must be borne in mind that the managing clerks were a comparatively small number—and during the present year by no less than 140, so that the progress of the Association was being continued. In any town that sent fifty members to the Association an endeavour would be made by the council to form a branch organization which could manage its own affairs. With regard to the proposed Charter of Incorporation, he did not believe there was any fundamental objection to it being granted. Their's was an educational body, and that went a long way in the direction of justifying the grant. The members desired to hold themselves out as skilled men and men of standing. Their object in applying for the Charter was to maintain the standard of the managing clerks, and possibly to devise examinations so that no managing clerk would be admitted as a member until his capacity and fitness had been ascertained. There was, of course, nothing at present to prevent the Association holding examinations, but such examinations would not have the weight of those held by a chartered body. They were desirous of attaining the high status that could only be given by a chartered body. He might remark that the petition for a Charter was supported by practically the whole of the judges of the High Court and by a great many members of the Bar.

Mr. G. B. Elphick (hon. treasurer) pointed out that the statement of accounts showed a balance to the good of £487 2s. 2d.

On the motion of Mr. S. H. Vere the report and accounts were adopted.

Mr. W. J. Talbot was elected president, and Messrs. Gillham and A. Wainwright vice-presidents, and the following were elected to vacancies on the council caused by retirement under the rules and otherwise: Messrs. W. O. Atkin, S. B. Gow, H. F. Hall, W. A. Ling, A. J. Norman, L. Roffey, Frank Smith, E. Smith, S. H. Vere and J. Verrall.

On the motion of Mr. F. Hall, seconded by Mr. H. Thompson, it was unanimously resolved: "That the council be instructed to continue their endeavours to obtain a Royal Charter."

United Law Society.

A joint debate with the Lyceum Club was held recently, Mr. F. H. Butcher in the chair. Mrs. Gun, seconded by Miss Waterhouse, of the Lyceum Club, proceeded to move "That in the opinion of this house a narrow mind is a desirable possession." Mr. C. H. Mould and Mr. S. E. Pocock, of the United Law Society, opposed. There also spoke Miss Hicks-Bolton, Miss Muller, Mrs. Whates, Miss Hinckley, Miss Stewart and Messrs. J. Ball, J. R. Yates, L. F. Stemp, J. Duncan, H. C. Debenham, J. Gun, C. P. Kaine-Jackson, F. B. Guedalla, I. B. Lloyd and G. Bull. The hon. opener having replied, and the motion being put before the house, there voted for the motion fourteen, and against thirty. The motion was therefore lost by sixteen votes.

A meeting took place on Monday, the 8th ult., in the Middle Temple Common Room, Mr. L. F. Stemp in the chair.

Mr. Sydney Ashley moved "That this House deplores the Government's lack of policy with regard to unemployment." Mr. J. W. Morris opposed. There also spoke, Messrs J. Duncan, G. W. Tookey and N. Tebbut. The hon. opener having replied, the motion was put before the House and carried by two votes.

The Society for Jewish Jurisprudence.

(ENGLISH BRANCH).

A report of the inaugural meeting of the English Branch of this Society appeared in our last issue, but many of our readers will be interested to know that the formation of such an organisation was first suggested at the Summer School of the Inter-University Jewish Federation held at Leamington in 1924 at a meeting of persons associated with legal studies convened by Mr. Bertram B. Benas, B.A., LL.B., of the Chancery Bar. The following officers have been elected (together with a committee): President, Mr. A. M. Langdon, K.C.; Vice-Presidents, Mr. R. E. L. Vaughan Williams, K.C., and Dr. W. R. Bisschop; Chairman, Mr. Herbert Bentwich; Treasurer, Mr. Ernest Lesser; Secretary, Mr. J. Hockman; and Foreign Hon. Secretary, Mr. I. Samuels.

The first ordinary meeting of the above society will be held on Monday, the 15th inst., at 5 p.m., in Lecture Room "B," King's Bench-walk, Inner Temple. The Hon. Mr. Justice Hill (Judge of the Probate, Divorce and Admiralty Division), will preside, and a paper will be read on "Divorce in Jewish Law," by Dr. Samuel Daiches, Barrister-at-Law and Lecturer in Rabbinics at Jew's College, London.

Membership subscriptions (£1 1s. per annum) are now due, and should be sent to the Hon. Treasurer, Mr. Ernest Lesser, 13, Holland Villas-road, W.14.

Copies of "Hamishpat Ha'ivri," the society's Hebrew Law Review, are now available, and will be forwarded to members on application.

The Incorporated Secretaries' Association, Liverpool Branch.

Mr. Bertram B. Benas, LL.B., Barrister-at-Law, delivered a lecture on Thursday evening, the 18th ult., at the Common Hall, Hackins Hey, Liverpool on "The New Law of Administration: Testate and Intestate." Mr. Benas in the course of his lecture said that the most effective way of appreciating its provisions was to obtain a thorough grasp of the principles which underlay the new legislation on the Law of Property as a whole.

THE LEGISLATION OF 1925.

The year 1925 was remarkable for the number and length of the additions to the Statute Book, and the annual red book of "Public General Acts," published by H.M. Stationery Office, has been increased in size to two volumes of about 1,000 pages each. These volumes—which will be ready shortly (price 21s. the two volumes)—contain, in addition to the new Widows, Orphans and Old Age Contributory Pensions Act, the Rating and Valuation Act and the Public Health Act, a number of extremely important consolidating Acts on the following subjects, viz.: The Law of Property, the Supreme Court of Judicature, Housing (England and Scotland), Town Planning (England and Scotland), and Workmen's Compensation. The value of the work is greatly enhanced by the inclusion of a "Table shewing effect of the legislation" and a comprehensive Index running to about 180 pages.

Legal News.

Information Required.

Arthur Edward Pilkington, deceased.—Will any person having custody or knowledge of a Will of this deceased, whose addresses of recent years were 10, Dartmouth Park-hill, London, N., and 1, Askew-crescent, Shepherds Bush, London, W., please communicate with Howe & Rake, 22, Chancery-lane, London, Solicitors.

To Solicitors, Bankers, and Others.—Will anyone having in their possession any Will, or having any knowledge of any Will at any time made by **Miss Ada Mary Hodges**, late of Nantly House, Isleworth, who died in February, 1926, please communicate with Messrs. Steadman van Praagh & Gaylor, 4, Old Burlington-street, W.1, Solicitors.

Business Announcement.

The partnership hitherto existing between William Spelman Burton, Percy Corder, and Charles Langford Poyser, Solicitors, of Pilgrim House, Newcastle-upon-Tyne, under the style of "Watson, Burton & Corder," has been dissolved by mutual consent as from the 31st December, 1925, so far as regards the said Charles Langford Poyser only. The practice will be continued under the old style at the same address by the said William Spelman Burton and Percy Corder.

Appointments.

The Board of Trade have appointed Mr. WILLIAM SMITH JARRATT to be Comptroller-General of Patents, Designs and Trade Marks in succession to Mr. W. Temple Franks, C.B., who retires as from 1st March on account of ill-health. Mr. Jarratt has been one of the Assistant Comptrollers at the Patent Office since 1921; he was a Scholar of Trinity College, Cambridge; was a Wrangler and obtained a First Class in the Natural Sciences Tripos; he was called to the Bar in 1910.

Wills and Bequests.

The Right Hon. John Frederick Peel Rawlinson, K.C., LL.M., J.P., of Crown Office-row, Temple, E.C., a Bencher of the Inner Temple and Conservative M.P. for Cambridge University since 1906, who died on 14th January, aged sixty-five, left estate of the gross value of £86,102, with net personalty £85,765. He left: £3,000 upon trust for Robert Hughes for life with remainder as to one-half to the Rawlinson Fund, Cambridge University, and one-half to the Provost and Fellows of Eton College, to be used as they may think fit for the benefit of Eton; £3,000 upon trust for his cousins the Misses Emma and Eugenie Lloyd, or the survivor of them for life, with remainder as to £1,000 to the Barristers' Benevolent Association, £500 to Trinity College Mission, Camberwell, S.E., and the balance to his nephew, John Christopher Rawlinson; £500 each "as a small remembrance of me to my three early pupils," Leopold J. Maxse, James Arranloe Johnston, and Frank Shewell Cooper; £100 each to the head porter and the second porter of the Inner Temple; £100 to Charles Goodfellow, in charge of the Benchers' Luncheon Room, Inner Temple; and £50 to his assistant Gradwych; £50 to the Inner Temple Servants' Christmas Fund; £100 to his cook Mrs. Young if still in his service and not under notice.

Mr. Lionel Lancelot Shadwell, of La Pastorelle, Icart, St. Martin's, Guernsey, barrister-at-law, for sixteen years Commissioner in Lunacy, and a member of the Board of Control, a recognized authority on the history of and the law relating to the Universities of Oxford and Cambridge, who died on 2nd November, aged eighty, left personal estate in England of the net value of £8,070. He left: To his butler Martin Peterson, "who has been many years in my service and has faithfully and efficiently discharged his duties throughout," £500, his copy of the 'Waverley Novels,' in twenty-seven volumes, his hall clock in mahogany case, his pendulum clock in white alabaster case, and various other articles, and he also left £100 to Ellen, wife of his said butler, and £25 to each of their three children.

Mr. John Hollams, solicitor, of Victoria-road, Kensington, W. (son of the late Sir John Hollams, solicitor, a former President of The Law Society), who died on 15th January, aged seventy-nine, left estate of the gross value of £145,294, with net personalty £139,882. He left, *inter alia*, £1,000 to Paul Wynter, of Devonshire-terrace, W., if still with him as secretary at the time of his decease; £10,000 to the Solicitors' Benevolent Association; £10,000 to the Royal Female Orphan Asylum, and the ultimate residue to Dr. Barnardo's Homes. It would appear that, after payment of the legacies and the death duties, the amount available for charities will amount to about £90,000.

Mr. James Marsh Johnstone, of North Audley-street, W., and of Bedford-row, W.C., solicitor, who was found dead in his flat on 20th November, aged seventy-five, left a fortune of £97,282, with net personalty, £96,676. He left his stock of wines and cigars to his friends Lord Blyth and Stanley Attenborough; £600 and a gold snuff box to his clerk, Samuel Hackett; £50 to his clerk, Alfred Robinson; £200 to the clerks in the Common Law Department at Bedford-row, and, after other bequests, one-fourth of the ultimate residue (subject to a life interest) to the Middlesex Hospital.

Mr. William Athelstan Blaxland, J.P. (eighty), of Woodland, Brockham, Betchworth, Surrey, formerly solicitor to the London County Council, a partner in Messrs. Jones and Blaxland, Solicitors, of Crosby-square and Lincoln's Inn, left estate of the gross value of £1,458.

Mr. Edward Henry Quicke, of South Norwood-hill, S.E., solicitor, who died on 10th December, aged sixty-nine, left estate of the gross value of £14,265. He left £50 and one-sixth of his residuary estate to Ellen Mary Rogers, his housekeeper.

Mr. James Towell (seventy-one), of Holmwood, Beddington-lane, Mitcham, and of Chancery-lane, W.C., official shorthand writer to the South Wales Circuit, left estate of the gross value of £30,538.

IMPERFECT HEATING OF A FACTORY.

A summons under the Factory Acts, for failing to maintain a reasonable temperature in a workroom in which people were employed, was heard at Tower Bridge Police Court on Thursday in last week, against the Thames Export Packing Company, of Commercial-road, Lambeth. An inspector who visited a top-floor workroom at defendant's premises, on 16th January, said he found snow on the floor. The temperature in the room was only thirty-three degrees Fahrenheit. About twenty-four women and girls were at work in the room.

Mr. Lane, defendant's manager, said that the Fire Office Committee would not allow the installation of any heating

apparatus, as the premises adjoined a wharf, wherein perishable goods were stored. The girls were actively employed and were not sitting about.

The inspector remarked that he had never heard of any committee which had power to override an Act of Parliament.

The magistrate (Mr. Fry) said that he did not think thirty-three degrees Fahrenheit a reasonable temperature, and suggested the Fire Office Committee should be seen again. He dismissed the summons on payment of costs.

EQUAL FRANCHISE BILL.

The text has been issued of the Equalization of the Franchise Bill, a measure presented by Captain Wedgwood Benn to confer the franchise on women on the same terms as those on which it is exercised by men. The Bill proposes that s. 1 of the Representation of the People Act, 1918, which relates to the qualification of a man for registration as a Parliamentary elector, shall apply to a woman as it applies to a man, and that s. 4 of the principal Act shall have effect as though for the words "thirty years" there were substituted the words "twenty-one years," and as though the words "in respect of premises in which they both reside" were omitted from the provisions of the principal Act. It is further proposed to substitute for s-s. (1) of s. 8 of the principal Act the following sub-section with regard to the right of a person registered to vote:—

> Every person registered as a Parliamentary elector for any constituency shall, while so registered (and, in the case of a woman, notwithstanding sex or marriage), be entitled to vote at an election of a member to serve in Parliament for that constituency; but a person shall not vote at a General Election for more than one constituency for which he is registered by virtue of a residence qualification, or for more than one constituency for which he is registered by virtue of other qualifications of whatever kind.

A SPECULATIVE ACTION.

JUDGE AND A "LEGAL AID" SOCIETY.

Strong comment was made by Judge Shewell Cooper, in the Mayor's and City of London Court, last week, in giving judgment in an action brought by a fish porter against a firm of cartage contractors for damages received by being struck by a cart in Billingsgate Fish Market.

The plaintiff, in the box, admitted that he received a letter while in hospital from a body calling itself "The Legal Aid Society," offering to take the matter up, and stating that he would not be responsible for any costs. The letter further proposed that the body in question should receive 10 per cent. of any sum received by the plaintiff as a result of litigation.

Judge Shewell Cooper, who gave judgment for the defendants, with costs, said it was a very disgraceful case, and a purely speculative action. It should never have been brought. His Honour added: "All I know at present is that some mysterious body calling itself 'The Legal Aid Society,' whom I regret to say I have heard of, brought this action about."

Mr. Fox Andrews, counsel for the defendants, pointed out that it was within the Judge's power to call upon the solicitors for the plaintiff to show that their action in the matter was proper.

Judge Shewell Cooper said he would content himself with warning the solicitors acting for the plaintiff that in the event of anything else of a similar nature coming before him he would cause thorough investigation to be made.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday	Mar. 8	Mr. More	Mr. Hicks Beach	Mr. Jolly	Mr. More
Tuesday	9	Jolly	Bloxam	More	Jolly
Wednesday	10	Ritchie	More	Jolly	More
Thursday	11	Synge	Jolly	More	Jolly
Friday	12	Hicks Beach	Ritchie	Jolly	More
Saturday	13	Bloxam	Synge	More	Jolly

Date.		Mr. Justice Astbury.	Mr. Justice Lawrence	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday	Mar. 8	Mr. Hicks Beach	Mr. Bloxam	Mr. Synge	Mr. Ritchie
Tuesday	9	Bloxam	Hicks Beach	Ritchie	Synge
Wednesday	10	Hicks Beach	Bloxam	Synge	Ritchie
Thursday	11	Bloxam	Hicks Beach	Ritchie	Synge
Friday	12	Hicks Beach	Bloxam	Synge	Ritchie
Saturday	13	Bloxam	Hicks Beach	Ritchie	Synge

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement. Thursday, 18th March, 1926.

	Middle Price. 3rd Mar.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 2½%	54⅛xd	4 12 0	—
War Loan 5% 1929-47	101 7/32	4 18 6	4 16 6
War Loan 4½% 1925-47	95⅝	4 14 6	4 18 0
War Loan 4% (Tax free) 1929-47	101½	3 18 6	3 19 0
War Loan 3½% 1st March 1928	97 15/32	3 13 6	4 19 6
Funding 4% Loan 1960-90	87¼	4 11 6	4 12 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92⅛	4 7 0	4 9 0
Conversion 4½% Loan 1940-44	96	4 13 6	4 17 0
Conversion 3½% Loan 1961	74 1/16	4 13 6	—
Local Loans 3% Stock 1921 or after	63½xd	4 15 0	—
Bank Stock	248	4 17 0	—
India 4½% 1950-55	88⅞	5 1 6	5 6 0
India 3½%	68½xd	5 2 6	—
India 3%	58½xd	5 3 0	—
Sudan 4½% 1939-73	92⅛	4 17 0	4 19 0
Sudan 4% 1974	85½	4 13 6	4 17 0
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	80	3 15 0	4 11 6
Colonial Securities.			
Canada 3% 1938	82½	3 12 6	4 18 0
Cape of Good Hope 4% 1916-36	92⅜	4 6 6	4 19 0
Cape of Good Hope 3½% 1929-49	79	4 8 6	5 1 0
Commonwealth of Australia 5% 1945-75	102	4 18 0	4 19 0
Gold Coast 4½% 1956	93½	4 17 0	4 19 0
Jamaica 4½% 1941-71	94½	4 15 0	4 16 0
Natal 4% 1937	90½xd	4 8 0	4 19 6
New South Wales 4½% 1935-45	90⅝	4 19 0	5 4 6
New South Wales 5% 1945-65	100	5 0 0	5 0 0
New Zealand 4½% 1945	94½	4 16 0	4 19 6
New Zealand 4% 1929	97½	4 2 6	5 1 0
Queensland 3½% 1945	76⅜	4 11 6	5 8 6
South Africa 4% 1943-63	85¼	4 14 0	4 17 0
S. Australia 3½% 1926-36	86½	4 1 6	5 7 0
Tasmania 3½% 1920-40	83½	4 4 0	5 2 0
Victoria 4% 1940-60	82½xd	4 17 0	5 0 6
W. Australia 4½% 1935-65	90¾	4 19 6	5 0 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	62½	4 16 0	—
Bristol 3½% 1925-65	75	4 13 6	5 0 0
Cardiff 3½% 1935	87½	4 0 0	5 1 6
Croydon 3% 1940-60	67½xd	4 9 0	5 1 6
Glasgow 2½% 1925-40	76½	3 5 0	4 11 0
Hull 3½% 1925-55	75½	4 13 0	5 1 6
Liverpool 3½% on or after 1942 at option of Corpn.	72¼xd	4 17 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51¾	4 16 6	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4 16 0	—
Manchester 3% on or after 1941	62¼	4 16 0	—
Metropolitan Water Board 3% 'A' 1963-2003	63¾	4 14 0	4 14 6
Metropolitan Water Board 3% 'B' 1934-2003	62¾	4 15 6	4 16 0
Middlesex C.C. 3½% 1927-47	79½	4 8 0	5 0 6
Newcastle 3½% irredeemable	73½	4 15 6	—
Nottingham 3% irredeemable	62¼	4 16 6	—
Plymouth 3% 1920-60	68½	4 8 0	4 19 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	80¾	4 19 0	—
Gt. Western Rly. 5% Rent Charge	99	5 1 0	—
Gt. Western Rly. 5% Preference	94½	5 6 0	—
L. North Eastern Rly. 4% Debenture	77½	5 3 6	—
L. North Eastern Rly. 4% Guaranteed	73½	5 9 0	—
L. North Eastern Rly. 4% 1st Preference	66½	6 0 0	—
L. Mid. & Scot. Rly. 4% Debenture	79½	5 0 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	79½	5 0 6	—
L. Mid. & Scot. Rly. 4% Preference	74½	5 7 0	—
Southern Railway 4% Debenture	79½	5 0 6	—
Southern Railway 5% Guaranteed	99½	5 0 6	—
Southern Railway 5% Preference	94	5 6 0	—